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The Solicitors' Journal.

LONDON, NOVEMBER 23, 1872.

THE QUESTION as to the operation of Mr. Ayrton's "Rules of the Park" is now in this position. The magistrate convicted one of the defendants, thus expressing his own opinion that the rules are in force until disapproved by Parliament, and adjourned the remaining cases pending the appeal against his decision on the point. Meanwhile, the legal question in the case has been very largely discussed both in legal and lay circles. Imprimis, Mr. Bradlaugh, on one occasion at Clerkenwell Green, is stated in the newspaper report of his own words "to have appeared there at some inconvenience to declare his sense of the thorough legality of the meeting which had taken place in Hyde Park, and to dispute the dictum of the *Solicitors' Journal* that the prosecution of the speakers was justifiable in law," while a Mr. Merriman, solicitor to the defendants, inside the assembly-rooms hard by, was assuring another meeting that the argument to be addressed by counsel to the bench would be "as able a legal argument as ever was addressed to a legal tribunal."

With regard to the question at issue, we can only repeat our opinion previously expressed, that the natural construction of the enactment is that the rules are valid until avoided by the disapproval of Parliament, and not inoperative until affirmed by Parliament, but that the abominable looseness of the phraseology employed leaves the point an arguable one, especially as the enactment is penal. Among the correspondence addressed to the newspapers on the subject is a letter from Mr. Vernon Harcourt, which appeared in the *Times* of last Monday. Mr. Harcourt, who, as the reader no doubt remembers, very stoutly opposed Mr. Ayrton's bill in Parliament, gives his reasons for considering these prosecutions "both impolitic and unjustifiable." The facts now put forward by Mr. Vernon Harcourt have nothing whatever to do with the interpretation of the Act, but they involve a very grave charge against Mr. Ayrton. He states that rules were submitted to Parliament in July, which, in the main points, coincided with those now in question, and that, upon its being intimated that these rules would be opposed in the Commons, Mr. Ayrton withdrew them, substituting in their place, to use his own quoted words, "One short rule which was to be the only rule at present—viz., that the public shall continue to enjoy the parks as they have hitherto enjoyed them." Then, in October, when no Parliament was sitting, nor was likely to sit until February, Mr. Ayrton issued the present rules, substantially coinciding with the rules previously withdrawn. We do not know whether Mr. Ayrton, microscopically adroit as he is, will take refuge in the words "at present"; but most persons, after contemplating these facts, will be inclined to endorse Mr. Harcourt's words:—

"The Act bears on its face the expressed intention that Parliamentary sanction should be sought, yet they [the rules] are advisedly promulgated in a manner calculated to evade that sanction, and under circumstances which lead to the irresistible conclusion that they were so promulgated because it was believed that that sanction could not be obtained for them. Is it possible to conceive anything more calculated to encourage men to disregard the law or to bring the Executive authority into contempt? When Mr. Ayrton retreated from the discussion of his Rules in July, and substituted for them a declaration that everything was to remain as it was for the present, in my judgment every consideration, not only of good faith, but of wise policy, demanded that he should not promulgate a new code, or attempt to enforce it till he could obtain for it that Parliamentary sanction which he had failed to secure for his first attempt."

Of course all this cannot in the least affect the question of validity depending on the construction of the Act. No principle is more rigorously observed by the English law than that, in construing an Act of Parliament, the Court pays no regard to what passed in Parliament during the progress of the bill, and any other rule would open the door to hopeless intricacy and confusion. But Mr. Harcourt's censure is that, the rules being valid, their validity has been obtained by unfair means. Thus Mr. Ayrton has placed the law in an unwholesome dilemma; the rules being rules, they ought to be enforced, and yet they ought never to have been made.

SOME REMARKS which fell from Vice-Chancellor Malins on a petition, which he dismissed, for winding-up the Jersey Waterworks Company, have been commented upon in a manner likely to mislead. The petitioners, it seemed, had accepted security for the debt, which, moreover, was paid subsequently to the presentation of the petition. Vice-Chancellor Malins is reported to have said in dismissing the petition, "that he hoped the present case would dispel the notion that whenever there was a debt against the company the creditor was immediately entitled to present a petition to wind it up; no creditor had any right to present a petition to wind up a company, so long as he had any other means of getting his debt paid." The Companies Act, 1862, says (section 79) the Court *may* wind the company up whenever it is unable to pay its debts, and (section 80) that the company *shall* be considered unable to pay its debts whenever, a creditor for over £50 having served a demand in writing for repayment, the company does not within three weeks pay or secure or compound for the same to his satisfaction. The Court has thus an ultimate discretion to withhold a winding-up order where circumstances would render one inequitable, and a creditor who has already accepted security stands, of course, upon a very different footing to that of an unsecured creditor. Nevertheless, the inflexible rule on which the Chancery Courts act in general cases is that, on proof of debt, service of demand, and non-satisfaction in three weeks, the winding-up order goes as matter of course, *ex debito justitiæ*. It is not necessary for us to express our disapproval of what have been termed "wrecking petitions," which are, perhaps, more frequently presented by contributories than by creditors. All we desire to point out is that the above reported utterance of Vice-Chancellor Malins is correct only when restricted, as the Vice-Chancellor probably intended that it should be restricted, to the case of the secured debt. As to unsecured debts, the creditor is not obliged to exhaust other remedies by suing; the Legislature has expressly provided a summary process, under which, if not satisfied in three weeks from demand, the Court of Chancery, in the absence of special circumstances, considers him entitled to a winding-up order.

THE LORDS JUSTICES have this week reversed the decision of the Master of the Rolls in *Locking* v. *Parker*, (20 W. R. 737). The question in the case was an important one, and one which, one would have thought, must

have been settled long ago, viz., whether a mortgage in the form of a trust for sale creates an express trust within the exception contained in section 25 of the Statute of Limitations (3 & 4 W. 4 c. 27), and thus allows the mortgagor to recover his estate after a possession by the mortgagee for more than twenty years. Lord Romilly had answered this question in the affirmative, considering it very clear that at no period had time begun to run as against the original owner and his heirs, except in the case of portions of the property which had been sold under the trust. The question is rather bare of direct authority. A case of *Kirkwood* v. *Thompson*, before Vice Chancellor Wood, 13 W. R. 495, 2 H & M. 392, which is mentioned with strong approval in the judgment of Lord Justice James, seems not to have been cited at the Rolls. In that case Vice-Chancellor Wood said—"I see no difference between the case of an ordinary mortgage and that of a trust for sale. It is not such a trust as would enable the mortgagor to file a bill to have the property sold, because the discretion as to selling or not is in the mortgagee alone. On the other hand, the mortgagee cannot file a bill to foreclose, but is limited to his remedy by sale. But these distinctions make no substantial difference in his position, which is that of mortgagee." Lord Cranworth, in affirming Vice-Chancellor Wood's decision (which was not on a point identical with that in *Locking* v. *Parker*), did not put the principle quite so strongly as the Vice-cellor had done (13 W. R, 1052, 2 De G. J. & S. 613). Lord Justice James said he entirely concurred with the above-quoted observations of Vice-Chancellor Wood. He thought that a Court of Equity ought not to make distinctions as to mere matters of form, but ought to have regard to the real substance of the transaction, which, in this case, appeared to him to be nothing but a mortgage transaction. Apart from previous authority, this decision recommends itself to reason and common sense.

THE 60TH SECTION of the Bankruptcy Act, 1869, is as follows:—"The London Bankruptcy District shall, for the purposes of this Act, comprise the following places; that is to say, the city of London and the liberties thereof, and all such parts of the metropolis and other places as are situated within the district of any county court described as a metropolitan county court in the list contained in the second schedule hereto."

The schedule referred to includes ten county courts: Bloomsbury, Bow, Brompton, Clerkenwell, Marylebone, Shoreditch, Westminster, and Whitechapel, all in Middlesex, and Lambeth, and Southwark in Surrey. One would naturally think that the district was hereby very plainly marked out, but it seems that even the authorities of the London Bankruptcy Court do not know what the district of the court really is. No book is provided either at the office for the registration of arrangement proceedings (where all petitions under sections 125 and 126 are presented) or at the Bankruptcy Court, Basinghall-street (where bankruptcy petitions are presented), containing any accurate description of the districts of any of the county courts mentioned in the second schedule of the Act; the consequence is that when a solicitor presents a petition he is not infrequ enly required, before the petition is filed, to obtain a certificate from the registrar of the county court in whose district the debtor resides, that the address given in the petition is actually within such district. This certificate is demanded when the officer of the court has any doubt (which he frequently has) as to the limits of any particular metropolitan county court district. Delay is the invariable result; frequently many interests are injuriously affected. This absurdity might easily be obviated. Every county court has its district clearly defined. The two offices we have mentioned should have on hand complete information as to the district of each of the metropolitan county courts, in the shape, for instance, of a good map with references. If, by mistake, proceedings were commenced in the London Bankruptcy Court instead of a county court not included in the second schedule the consequences might be most disastrous. Considering the large number of petitions presented weekly to the London court, the subject is one of great importance to the profession and the public.

APROPOS OF THE Admiralty jurisdiction at Liverpool, referred to in the proceedings at the recent meeting of the Liverpool Law Society, of which we published an abbreviated report in our last number, the Registrar of the Liverpool County Court writes to us, pointing out that the complaints made in the society's report respecting the difficulty as to getting money out of court, had reference solely to the district registry of the High Court of Admiralty. This appears very plainly from the report *in extenso*. The county court registrar also points out that a passage in the chairman's speech, concerning complaints against the Admiralty registrar, had reference to the district registrar of the High Court of Admiralty, and not to the registrar of the county court.

THE REGISTRATION APPEALS of Earl Beauchamp and the Marquis of Salisbury came before the Court of Common Pleas on the 16th, when the decisions of the various revising barristers, rejecting the claims of the peers to vote, were affirmed by the Court. The legal question was almost too clear for argument, and this, indeed, gave rise to a singular feature in the appeal, that the counsel for the appellants, after presenting themselves before the Court, really proceeded to argue the case of the respondents, a circumstance which appeared to draw forth some difference of opinion from the bench as to the duty of counsel in such cases—whether to assist the bench by disinterested exposition of the law, or to urge all that may honestly be urged for their client's position. The latter we think.

THE REVERSAL by Lord Selborne of the Master of the Rolls' decision in *Great Eastern Railway Company* v. *Turner* (20 W. R. 736) is important. In that case the Great Eastern Company, being desirous of owning some stock of another company, which would be *ultra vires*, the shares were held by Turner as a trustee for the Great Eastern Company, and Turner becoming bankrupt under the Act of 1861, the Master of the Rolls held that stock, which the *cestui que trust* could not legally hold, could not be of that description of trust property which does not, on the the trustee's bankruptcy, pass to the assignee. The Lord Chancellor reverses this decision, which had been somewhat questioned in the profession, considering that the case resolved itself into one of tru-t money, improperly invested, in the hands of trustees, which the Court would follow into every investment made of it, and, in the event of the trustee's bankruptcy, would not allow to be retained under his bankruptcy, as against the *cestui que trust*. It certainly is difficult to see what difference, for this purpose, is made by the fact that the *ultra vires* investment was at the instance of the *cestui que trust*.

WE ALLUDED ON A PREVIOUS OCCASION to the fact that the Indian Contract Act, 1872, contains a chapter devoted to partnership. The Act adopts with a few verbal alterations the definition of partnership given in Smith's Mercantile Law, Ch. 2, Section 1. The Indian Act says of partnership, in the 239th section, that it is "the relation which subsists between persons who have agreed to combine their property, labour, or skill in some business, and to share the profits thereof between them." The use of the word "business" alone raises a question whether the section applies to an isolated transaction, upon which no light is thrown

by the illustrations attached, as is often the case in Indian enactments, to the section. There can be little doubt, however, but that the word "business" will be held to cover an isolated transaction as well as a series of transactions. The Indian Act XV. of 1866, which was the counterpart of 28 and 29 Vict. c. 86. (the Act to amend the Law of Partnership), is repealed by the Indian Contract Act, but that Act re-enacts the provisions of the repealed Act with the addition, that "in the absence of any contract to the contrary, property left by a retiring partner, or the representative of a deceased partner, to be used in the business, is to be considered a loan" which does not constitue the lender a partner because he receives a trust varying with the profits or share of the profits of the business, in respect of such loan. It will be remembered that in the recent case of *Holme* v. *Hammond* (20 W. R. 747), the question was whether executors who received the share in the profits of a business which their testator would have received had he been alive, thereby became partners in the business. The Court of Exchequer, consisting of Chief Baron Kelly, and Barons Martin, Bramwell, and Cleasby, unanimously decided that they did not, but upon different grounds; the Chief Baron and Baron Cleasby principally on the ground that there was no capital of the deceased partner left in the business, and Barons Martin and Bramwell, on the ground that the business was not so carried on, that the surviving partners and the representatives of the deceased partner stood in the reciprocal relationships of principles and agents which they considered as established by *Cox* v. *Hickman* (8 W. R. 745) to be the chief criterion of partnership. Even had there been capital left by the representatives of the deceased partner in the business, no question could have arisen as to their being partners under the Indian Contract Act; *a fortiori* where there was no capital left, as was the fact in this case.

TWO IMPORTANT REVERSALS have also been pronounced this week on points of reputed ownership. One is that of the decision of the Chief Judge in Bankruptcy in the case of *Re Causton, Ex parte Bolland* (20 W. R. 931). The question in the case was one of reputed ownership with true owner's consent, arising out of property left "in bond." Purchasers of spirits had left the goods in vendor's possession "in bond;" a cheque was sent for the amount required to "clear" the spirits, with instructions to clear and forward. That, however, was not done, and six days after despatch of this letter the vendors became bankrupt. The Chief Judge, reversing a decision of the Liverpool County Court, held that the goods passed under the bankruptcy, as in the order and disposition of the bankrupts, with true owner's consent; and relied on *Knowles* v. *Horsfall* (5 B. & Ald. 134), an old case decided on the same custom as to bond storing.

The Lords Justices reverse this decision, holding that the vendors, the firm who had "bonded" the goods, were the proper persons from whom to demand them, and not, as the Chief Judge seemed to think, the Government warehouseman. Thus the case was brought within the principle of *Smith* v. *Topping*, 5 B. & Ad., that demand having been made, and the failure to get the goods being attributable to no fault of the true owners, the goods were no longer in reputed possession of the bankrupt with the true owner's consent.

The other reversal to which we now allude is that of Mr. Registrar Pepys, acting as Chief Judge, in *Re Lake, Ex parte Dorman*. Here the Lord Justices decided that section 15, cl. 5, of the Bankruptcy Act, 1869, does not apply to goods of which the bankrupt is a joint owner only. The bankrupt here was in partnership with an infant, and it appeared that the adjudication had been made against the only partner who could be made bankrupt, in respect of a debt of the firm. Lord Justice Mellish said that if the clause was held to apply to every case where goods with the permission of the true owner were left in the possession of a bankrupt jointly with others as reputed owners, great injustice would be done in every case in which goods were left in the possession of a firm, one of whose members became bankrupt. It could never have been intended that, if one member of a wealthy and solvent firm became bankrupt on account of his private debts, the goods of persons who had trusted the firm with the possession of their goods should go to pay his creditors. It made no difference that the solvent partner in this case was an infant. This circumstance did not prevent him from being in possession of the goods jointly with Lake, nor from being one of the reputed owners of them, the lease to an infant being not void, but only voidable. The clause of the Act must have a consistent interpretation given to it. It must apply in all cases of joint possession or in none, and it clearly could not apply in all. It must, therefore, be held to apply only to cases of sole possession, order, or disposition.

WE POINTED OUT a fortnight ago the extraordinary, and, in our opinion, erroneous, stretch of interpretation, made by the judge of the Halifax County Court, in deciding that a person ordered by a judge in bankruptcy to bring back money paid in undue preference holds such money in a fiduciary capacity, within the meaning of the 4th section of the Debtors Act. That decision has been reversed this week, and the appeal will be found reported in to-day's issue of the *Weekly Reporter*.

ON THE NEGOTIATION OF A MARRIAGE SETTLEMENT.*

No. I.

When a solicitor negotiates the provisions of any ordinary contract on behalf of his client, he is generally able, as a last resource, to threaten to advise his client to withdraw from the negotiation should the other parties to the intended contract insist upon unreasonable terms; and as such advice would in most cases be followed by the client, the threat is generally sufficient to bring them to reason. If, however, the negotiation has reference to the terms of a marriage settlement, this course cannot be followed, the threat of breaking off the negotiations would be laughed at, for the consequence of doing so would be to break off the marriage, and it is hardly to be supposed that a client would follow his solicitor's advice, when he found that his doing so would be followed by so serious a consequence.

In most negotiations the client has some general notion as to the reason of his solicitor insisting on some particular stipulation; for instance, an intending lessor perfectly understands why his solicitor insists on the insertion of the usual covenants by the lessee, although he may possibly (even if he be a man of business) be ignorant why some particular covenant ought to be inserted; it generally happens, however, that the client is profoundly ignorant of the objects of a marriage settlement, so that he will sometimes believe that a proposed clause will be adverse to his interest, although in reality it may be most beneficial to him.

For these reasons, it will readily be perceived that no task ever performed by a solicitor calls for a greater exercise of skill, tact, and temper, than the negotiation of a marriage settlement, the solicitor is deprived of his most powerful weapon for making the other parties to the negotiation listen to reason, and he has not only to bring them round to his views, but also to persuade his client to allow him to do so. There is another difficulty, sometimes of great magnitude, in his way; for it occasionally happens that foolish people take offence at the technical language employed. We have known a case where the

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* Communicated by H. W. Elphinstone, Esq., Barrister-at-law, Late Lecturer, on Conveyancing, to the Incorporated Law Society.

commencement of a family quarrel was occasioned by a gentleman reading his own settlement, and finding that his wife was to enjoy the income of her own fortune free from "her intended husband's debts, control, or engagements." "What an insult," said the gentleman, "do my wife's family actually suppose that I am in debt?" On another occasion the delicacy of a lady was deeply wounded by her reading the old-fashioned phraseology of the ordinary limitations of realty in tail. It sometimes happens that a solicitor asking that some clause, which he knows to be usual and proper, should be inserted, is met with a request to state his reasons for wishing it to be inserted; and as the reasons are not always very obvious, and may in the pressure of business be easily forgotten, we propose in this series of articles to consider the more usual clauses of a marriage settlement, and to discuss the occasions on which they ought to be used.

The motives by which the parties are acted on where the property to be settled consists of personalty only, differ widely from those by which they are acted on where it consists of an old family estate; in the former case the principal object is to make a provision for the family, by which we understand the intended husband and wife and the issue of their marriage, an object which it will be observed does not necessarily come into conflict with the secondary object of family aggrandisement, which can be effected by making a larger provision for the eldest son than is provided for his brothers and sisters: while in the latter case the provisions for the wife and younger children are made subordinate to the primary object of preventing the sale of the ancestral estate.

As soon as a gentleman becomes engaged to a lady, some general explanations as to his pecuniary position, in which term is included not only his realised fortune, but his expectations, and the amount (if any) which he is making, or which he expects to make in his profession, are afforded by him to her parents or guardians; and in return, similar explanations as to her pecuniary position are made to him; and, at the same time, information is generally given as to the names of the solicitors who are to conduct the negotiations on both sides. Instructions are then given by both parties to their solicitors to conduct the negotiations. The first formal step in the negotiations is for the lady's solicitor to send an accurate statement as to her fortune, both in possession and remainder or expectancy, to the gentleman's solicitor. This statement generally includes information as to the amount (if any) which her parents intend to pay to her on her marriage, and the amount of any allowance to be made by them by way of annuity. This statement ought to be accompanied by a proper abstract of the instruments under which the lady is entitled to her fortune. Suppose, for example, that on her parent's marriage the sum of £20,000 was settled on her mother for life, for her separate use, without power of anticipation, with remainder to her father for life, with remainder to the issue of the marriage as the father and mother or the survivor should appoint; and in default of appointment, on the usual trusts for the sons attaining twenty-one, and for the daughters attaining that age, or marrying; that the lady is a minor; that there are four children of the marriage. The statement as to lady's fortune might conveniently take the form following:—

"*Re the marriage settlement of Mr. A. B. with Miss C. D.*
Statement of Miss C. D.'s fortune.

On the marriage of Mr. and Mrs. D. the sum of £20,000 was settled by their marriage settlement (abstract sent herewith); this sum is now represented by £5,000 East India Railway Stock, and £15,000 advanced by way of mortgage on the estates of Mr. D., in Yorkshire, in the names of Mr. E. F., of ———, and Mr. G. H., of ———, the present trustees of the settlement. Mr. and Mrs. D. propose to make in favour of Miss D., under a power contained in the settlement, an irrevocable appointment of £5,000, to be payable on the death of the survivor of Mr. and Mrs. D. Mr. D. will also covenant to make an allowance of £200 a-year until the £5,000 becomes payable. The purchase of the £5,000 East India Stock was a breach of trust on the part of the trustees; proper provisions for their indemnity must be inserted in the settlement. As Miss D. has considerable expectations from her aunt, Miss K., who has promised to provide for her handsomely by her will, it will be proper that the settlement should contain the usual covenant for settling her after-acquired property."

On the receipt of the statement of Miss C. D.'s fortune the gentleman's solicitor adds to it the statement of his fortune. This differs from the corresponding statement as to the lady's fortune, inasmuch as it is unnecessary to comprise in it the whole of his fortune, or if it is mentioned, no details are given, except of that part which is intended to be settled. In the example here given it might take the following form:—

"*Statement as to Mr. A. B.'s fortune.*

"Mr. A. B., in addition to his share in Messrs. M.'s bank is the owner in fee simple of estates in Yorkshire of an aggregate rental of £3,000 a year, subject to mortgages amounting in the whole to £20,000."

Then follows the proposals for a settlement.

"*As to the gentleman's fortune.*

"Mr. A. B. to charge his Yorkshire property subject to the £20,000, with £10,000 in favour of the trustees. Mr. A. B. will furnish an abstract of title commencing with his father's will. As the mortgage transactions are extremely intricate, and commence with a deed nearly one hundred years old, he suggests that the deed creating the charge should, contrary to the usual practice, be prepared by his own solicitors."

"*As to the lady's and gentleman's fortunes.*

"The £10,000 and £5,000 to be settled on the usual trusts for the benefit of the intended husband and wife, and the issue of the intended marriage, Mr. A. B. taking the first life interest both in the £10,000 and in the £5,000. In default of issue of the marriage, the £10,000 to revert to Mr. A. B., and the £5,000 to Miss C. D., should she survive her husband, or to her testamentary appointees or next of kin, in the usual manner, should she die before him.

"The settlement to contain a covenant to settle Miss C. D.'s after-acquired property, and such other powers and provisions as may be agreed upon by counsel on both sides.

"Mr. C. D. must give some security for the due payment of the allowance."

On the receipt of these proposals, which we have purposely made unreasonable, the lady's solicitors would probably after consultation with their client, make a counter proposal that Miss C. D. should take the first life interest in her own fortune, and in the annuity (having regard to to Mr. A. B. being in trade) and would absolutely decline on the part of Mr. C. D. to give any security for the payment of the allowance. They might also propose that the trusts of any acquired property should be extended so as to include any after-taken husband, and the children of a future marriage.

We do not propose to continue the discussion of these particular proposals, but will proceed to the more general discussion as to what clauses are necessary and proper to be inserted.

The statement both of the lady's and gentleman's fortune should always contain a distinct statement as to the nature of the title proposed to be shewn; it will be observed, however, that in cases where the fortune consists in an interest under a common money settlement, and part of the trust funds have been invested on a mortgage or in the purchase of land, it is not the custom to show any title to the land itself, all that would be abstracted would be the settlement itself, and the instruments, if any, creating or dealing with the fund proposed to be settled. It is not the practice to furnish abstracts of the charges of the investments of the trust property or of the appointments of new trustees; but the safest plan is to state distinctly what abstracts are to be furnished. Where the settled property consists of land to be put into strict settlement the case is rather different; it is obvious that some abstract must be furnished for the purpose of

enabling the conveyancer to prepare the settlement. The length of abstract to be furnished is entirely a matter for arrangement. If the title to the land has recently been investigated on the occasion of a purchase it would not be unreasonable to propose that the abstract should commence with the purchase deed. If the land is already in strict settlement, and it is proposed to bar the entail and to resettle it, the abstract may reasonably begin with the settlement.

The general rule is that the lady's solicitor should prepare all the settlements, and that they should be perused and approved by the gentleman's solicitor. There is, however, an obvious inconvenience in follow- this course if the gentleman's land is to be put into strict settlement, for it is obvious that his solicitor, who is ac- acquainted with the circumstances of the property, will be better able than the lady's solicitor to say what powers of management &c. should be inserted into the settlement. It, therefore, often happens that it is agreed that his solicitor should prepare the settlement. In the common case of the gentlemen being tenant in tail subject to his father's life interest, the difficulty is somewhat obviated by the proposing on his behalf that the re-settlement should contain powers of jointuring and charging portions; in this case the disentailing deed and resettle- ment are prepared by his family solicitor, while the lady's solicitor prepares the deed by which the jointure and por- tions are actually charged.

JUDICIAL STATISTICS, 1871.

Chancery, &c.

The returns of proceedings in the Court of Chancery are for the year ending the 1st November, 1871, and show that the number of pleas, demurrers, exceptions, motions for decree, causes, special cases and further con- sideration for hearing at the beginning of the year was 444; that 2,275 were setdown during the year, making together 2,719; of this number it appears that 1,888 were heard during the year, and that 306 were otherwise disposed of, leaving 525 cases of this description in the books, and undisposed of at the end of the year. In the year ending the 1st November, 1870, the number at the beginning of the year was 457, there were set down during the year 2,135, making together 2,592; of this number 1,968 were heard during the year, and 180 were otherwise disposed of, leaving a remanet at the end of the year of 440. In the Appeal Court there were at the beginning of the year 57 appeals and 16 appeal motions in the list, and 111 of the former and 110 of the latter were set down during the year; 113 appeals and 103 appeal motions were heard in that period and 11 appeals and 3 motions were otherwise disposed of, leaving 44 appeals and 20 appeal motions at the end of the year. There were also heard during the year 1 appeal from a county court, 2 from from the County Palatine of Lan- caster, and 4 from the Vice-Warden of the Stannaries. In this portion of the returns there is shown a slight in- crease in the work of the Court of Chancery; the cases set down for hearing during the year being more, and the remanets less, than in previous years.

The judges in their different courts sat on 880 days, being 25 more than in 1870, and 37 more than in 1869. The Lord Chancellor sat on 83 days alone, and 6 days with the Lords Justices; the Lords Justices sat on 134 days, while the Master of the Rolls sat 166 days, and the three Vice-Chancellors 173, 174, and 144 days respec- tively. In addition to his sittings in the Court of Chancery, the Lord Chancellor sat in the House of Lords on 59 days, and in the Judicial Committee of the Privy Council on 16 days, and the Lords Justices also sat on the same tribunal on 58 and 49 days respectively. The Vice-Chancellor, as Chief Judge in Bankruptcy, sat 27 days.

There were drawn up in the registrar's office in the year 1871 15,058 orders, as against 14,180 in 1870 and 14,036 in 1869. The amount of fees collected by means of stamps on those orders was £17,599 18s. in 1871, as against £16,076 15s. in 1870, and £15,330 6s. in 1869.

In the chambers of the Master of the Rolls and the three Vice-Chancellors the number of summonses issued was 26,809, being 165 more than in the previous year, and on these summonses the Chief Clerks to the several judges made 19,002 orders, or 611 more than in 1870. There were 2,267 orders brought into chambers for pro- secution in addition to 63 for the winding up of com- panies. The number of debts claimed and adjudicated upon was 21,210, and the amount of debts proved was £4,661,603. In 1870 there were only 18,425 debts adju- dicated upon, and the proofs amounted to £7,227,805. Under the orders made for winding up companies the amount of calls made was £1,971,852, the amount of dividends ordered to be paid to creditors was £943,597, and the amount refunded to contributories was £124,655. At the end of the year 1871 there were 4,069 orders, under which accounts and inquiries were pending in chambers, as against 3,760 at the end of the previous year, and in addition to 581 winding-up orders pending. At the end of 1871 the number of winding-up orders pending was 575. The work, both of the Registrar's Office and of the Chief Clerks to the judges again shows its increase quite up to the average of former years.

During the year ending the 1st November, 1871, there were 2,415 suits commenced by bill or information as appears by the returns of the Record and Writ Clerks, there were also 27 special cases and 861 sum- monses originating proceedings filed during the year, making a total number of 3,303 suits commenced, or 137 less than in the previous year. The total amount of fees collected in the office of the Clerks of Records and Writs by means of stamps was £33,392, as against £33,378 in 1870. The examiners of the Court of Chan- cery examined 476 witnesses, and the amount of fees received by stamps in the office of the examiners was £300; in 1870 the number of witnesses was 570, and the amount of fees £353.

By a return furnished by the principal secretary to the Lord Chancellor we find that the number of petitions presented to his Lordship was 1,756, being only 3 less than in the previous year. We find also from the return of the secretary of the Rolls that during the year 684 petitions were presented to the Master of the Rolls, as against 643 in 1870. This makes a total of 2,440 pe- titions in 1871 and 2,402 in 1870. There were further 4 petitions presented to the Lord Chancellor for orders of course, being the same number as in the preceding year, and to the Master of the Rolls 4,170 petitions for orders of course, as against 4,103 in 1870.

The amount of fees collected in the office of the prin- cipal secretary of the Lord Chancellor by means of stamps was £1,448, being seven pounds more than in the previous year; in the office of the secretary of the Rolls the fees amounted to £2,436 in 1871, and 2,371 in 1870.

In the office of the Taxing Masters of the Court of Chancery, the number of the references for taxation was 4,104 as against 4,071 in 1870, the bills taxed under these references numbered 8,532 as against 8,384 in 1870, and the number of certificates and allocations made by the taxing masters amounted to 3,589 in 1871, and 3,626 in 1870. The total amount of costs taxed was £976,202, being £78,408 less than in the previous year. The fees on taxation amounted to £28,849 a decrease of £2,670. For many years, up to 1871, there was a con- tinuous increase in the amount of bills taxed and in the fees of taxation, but in 1871 there is a decided diminu- tion of the amounts.

In the office of the Masters in Lunacy there were 96 orders of inquiry in Commissions of Lunacy executed by the masters, and 230 reports made to the Lord Chancellor, as against 73, and 202 in 1870. The returns furnished by the Registrar in Lunacy show that in the year ending the 1st November, 1871, there were 199 petitions presented for hearing, and 106 Commissions in

Lunacy issued; in the previous year there were 174 petitions presented and 71 commissions issued. Besides these there were 384 other orders, &c., made, and 35 in pursuance of the Lunacy Regulation Act, 1862.

The Accountant-General of the Court of Chancery, by his return, shows that during the year ending the 1st October, 1871, the sum of £19,539,740 was paid into court, and the sum of £17,595,959 was paid out; in the previous year seventeen millions were paid into, and nearly twenty millions paid out of, court. Under the Act passed last session the funds in the custody of the Accountant-General are to pass to the Treasury, and the management of these funds will be in the hands of a Paymaster-General, and it will be interesting to see what these funds amount to and their increase in value for the last ten years. This we have shown in the following table compiled from the returns of the period over which it extends, and in inspecting these figures one is naturally led to ask the question whether the same information respecting the funds belonging to the suitors of the Court of Chancery will always be afforded.

CHANCERY FUNDS.

Date.	Number of accounts.	Balance of Stocks on the various accounts.	Balance of cash on the various accounts	Balance of cash in the Bank.
1871	29,960	£59,838,268	£3,010,472	£587,132
1870	29,253	58,102,593	2,802,366	379,025
1869	28,948	60,512,734	3,323 212	558,468
1868	28,399	59.954,970	3,387,980	623,236
1867	27,673	58,721,864	3,307,608	542,864
1866	27,231	58,299,326	3,223,410	458,666
1865	26,721	57,215,889	3,603,195	1,038,451
1864	26,215	56,907,901	3,216,211	651,467
1863	25 050	55,616,883	2,952,721	487,977
1862	24,252	53,974,614	2,864,603	599,859

Upon the 29,960 accounts to which the funds of the suitors were standing in 1871, we find that 50,337 cheques were drawn for payment of money, and we find from the registrar's returns that 3,619 certificates for sale or transfer of stocks were issued during the same period.

Unlike the business of the Common Law Courts, that of the Court of Chancery appears to increase or to maintain its level as it has done for many years up to Michaelmas, 1869, during the year following which date there was no appreciable advance in quantity of the business of the court.

In the office of the Court of Chancery of the County Palatine of Lancaster the number of suits and matters originated in the year ending the 30th September, 1871, was 288 as against 252 in the previous year. The number of petitions awaiting hearing at the beginning of the year was 3, and 196 were set down during the year, making 199; of this number 121 were heard and 78 were otherwise disposed of, so that no remanets were left. There were, moreover, 60 causes set down during the year, of which 24 were heard and 35 otherwise disposed of; leaving one cause remaining unheard, there having been no remanets from the previous year. The total number of decrees and orders made in this court was 1,100.

In the High Court of Admiralty, the returns from which are for the year ending the 31st December, 1871, the business is decreasing. Under the Act of the 33 & 34 Vict. c. 45, a district registry has been established at Liverpool, which was opened for business at the end of April, 1871, and for this a separate return is given. In the principal registry the number of causes pending at the beginning of the year was 129, and during the year 329 were instituted, making in all 458 or 72 less than in 1870. This falling off is no doubt partly accounted for by the existence of the Liverpool District Registry. There were, in 1871, 10 appeals from county or local courts, as against 11 in 1871, and the motions numbered 360 as against 471 in 1870, and 586 in 1869. The total number of final judgments was 145 in 1871, and 159 in 1870. There was 58 references to the registrar assisted by merchants. The court sat on 120 days. The balance of the suitors' money in hand at the beginning of the year was £23,976, the amount received during the year was £57,462, and the amount paid during the year was £54, 685, leaving a balance at the end of the year of £26,754. The total amount of fees taken in stamps during the year was £6,532 as against £7,818 in 1870, and £8,140 in 1869. In the district registry of Liverpool there were 22 causes instituted for sums amounting in the aggregate to £40,450.*

The return of the proceedings in her Majesty's Court for Divorce and Matrimonial Causes shows that in 1871 the number of petitions filed was 412, being 30 more than in 1870, and 37 more than in 1869. Besides these, there were 12 applications for protection of property, as against 6 in 1870; there were also 97 petitions for alimony, being 77 more than in the previous year. The motions numbered 779 and the summonses 814 in 1871, but in 1870 the motions were 835 and the summonses 828. The number of causes tried was 232, as against 284 in the previous year. There were no appeals to the House of Lords, but there were 4 to the Full Court. Decrees *nisi* were granted in 191 cases, and 166 were made absolute; in the present year these numbers were 220 and 154 respectively. The fees received amounted to £,3948 14s. 6d. as against £3,267 8s. 6d. in 1870. During the fourteen years of the existence of this Court the number of petitions filed amounts to 4,568, being an average of 326 a year.

In the Court of Probate the number of probates granted was 10,263, and of administrations, 5,036; in 1870 the probates numbered 10,177, and the administrations 5,031. The value of the probate and administration stamps issued in London was £1,104,162; the amount in the previous year was £934,078. In the forty district registries there were 16,895 probates granted, and 7,457 administrations, as against 16,839 and 7,075 in 1870. The amount of fees received in all the district registries was £70,609 in 1871, and £71,559 in 1870, and the amount of probate and administration stamps was £653,469 in the year 1871, and £712,933 in 1870. The total amounts under which property was sworn for the purposes of probates or administrations is represented by an aggregate of £112,178,935 for the principal and the district registries.

In the Ecclesiastical Courts in 1871 the number of writs was 10 as against 13 in 1870 and 38 in 1869. There were besides 177 suits for faculties, of which 168 were decreed, and 1 was refused; 3 were withdrawn, and 5 were still pending. The Court fees amounted to £638 12s. 6d.

The return made by the Registrar of the Privy Council for 1871 shows the proceedings of the Judicial Committee. The number of appeals entered was 139, of which 17 were dismissed for non-prosecution, and 108 were heard. The number of appeals lodged since 1st January, 1860, and remaining for hearing was 362 at the end of 1871, being 26 more than at the end of the previous year. The Judicial Committee sat on 102 days in 1871, and on 80 days in 1870. It should be borne in mind that this return does not extend over any part of the period which has elapsed since this tribunal was strengthened, and we must wait until next year before it can be ascertained what effect the change may have had upon the hitherto increasing arrears.

In the House of Lords, during the session of 1871, the

* *Apropos* of this Liverpool District Court, a strong complaint has been made in the district, of the inconvenience arising from the refusal of the Treasury to allow an account to be opened at the Liverpool Branch Bank of England in the name of the District Registrar—in consequence of which applications have to be made in London, through town agents, before money can be got out of court.

number of appeals as compared with the number in 1870 is shown in the following table;—

	1871.	1870.
From the Court of Chancery—		
England	22	17
Ireland	6	2
From the Court of Exchequer	1	...
From the Court of Exchequer Chamber—		
England	7	4
Ireland	2	1
From the Court of Session, Scotland ...	21	22
From the Court of Probate, England ...	...	...
From the Court of Divorce, England ...	...	2
Total presented	59	48

Of the 59 petitions presented, 7 were withdrawn and 16 dismissed for want of prosecution. In 1871, 35 judgments were delivered, including causes heard in the previous session and standing over for judgment, as against 51 in 1870 and 24 in 1869. The total number of causes heard in the session of 1871, including causes standing over for judgment was 35, as against 49 in 1870 and 26 in 1869. The total number of effective causes remaining for hearing at the end of the session of 1871 was 22, as against 34 at the end of 1870, and 63 at the end of 1869. It may be here pointed out that the appeal business of the House of Lords can scarcely be said to be in arrear, the number of cases pending being but one-third of a whole year's work.

RECENT DECISIONS.

EQUITY.

WASTE—TIMBER.

Higginbotham v. *Hawkins*, L.J.J., 20 W. R. 955, L. R. 7 Ch. 676.

Harris v. *Ekins*, 20 W. R. 999.

There is no doubt that, in the simple case, a bill will not lie for an account of timber felled, the proper remedy being an action at law, for trover or for the value as money had and received. This proposition, which is to be found in Lord Hardwicke's judgment in the leading case of *Garth* v. *Cotton*, 1 Wh. & Tu. (3rd ed.) 660, is repeated by Lord Justice James in *Harrison* v. *Higginbotham*. The case of mining waste perhaps forms an exception to the principle, on account of the complication inseparable from the task of ascertaining the proceeds of mining (see *Garth* v. *Cotton*, *ubi sup.*). But an account is granted as relief subsidiary to an injunction; and as a matter of course, if there be any case in which, for whatever reason, a remainderman is without remedy at law for waste committed by tenant for life, a Court of Equity will grant him an account. In *Whitfield* v. *Bewit*, 2 P. W. 240, the difficulty of getting discovery of the value of timber cut down by defendant and in his possession, was regarded as sufficient reason to support a bill in equity. It is clear that an account without injunction may be obtained in cases of what is called "equitable waste," *i.e.*, those destructive acts which a court of Equity regards as not permissible to a tenant for life, even when without impeachment of waste—such as the felling ornamental or unripe timber (see *Duke of Leeds* v. *Lord Amherst*, 2 Ph. 117).

There may be, in cases of strict settlement, some difficulty in determining the person entitled to claim the value of timber cut. The cases (for which again see *Garth* v. *Cotton*), favour the doctrine that where timber has been wrongfully cut (which of course is the case of waste) the value belongs to the person entitled to the first estate of inheritance (and see on this point, Vice-Chancellor Wood in *Gent* v. *Harrison*, 8 W. R. 57, Johns. 524. But where timber has been rightfully cut, timber not ornamental and deteriorating in value, or has fallen by accident, *Bagot* v. *Bagot*, 32 Beav. 509, 12 W. R. 35, is an authority that the proceeds should be settled, so as to give tenant for life the income; as to the timber overthrown by accident, this dictum of the Master of the Rolls in *Bagot* v. *Bagot* is opposed to the older authorities given in the notes to *Garth* v. *Cotton*. Then there has been some conflict of authority on the question: When does the right of action, or suit, as the case may be, accrue? In (*Duke of Leeds* v. *Lord Amherst*, *ubi sup.*), which was a case of equitable waste, Lord Cottenham held that the right accrued on the death of the tenant for life. This point of course is important on the question of bar by Statute of Limitations. But in *Seagram* v. *Knight*, 15 W. R. 1152, L. R. 2 Ch. 628, Lord Chelmsford treated the statute as running from the commission of the act of waste. In *Higginbotham* v. *Hawkins*, Lord Justice James also adopted the doctrine, that "the right of action accrued when the wrong was committed, at which time the reversioners might have brought their action for money had and received." Then there is a further question, as to the period of limitation—whether twenty or six years. In *Duke of Leeds* v. *Amherst*, Lord Cottenham, treating the act of equitable waste as a diversion of part of the inheritance from its proper purpose, brought the case within the real property enactment, under which twenty years are allowed. But in *Seagram* v. *Knight* (*ubi sup.*) and in *Higginbotham* v. *Hawkins*, the six years limit was applied; and in the simple case of a remainderman's claim for value of timber felled in waste, the six years which would bar an action for trover or money had and received seems the correct limit; and it may be asked what, in principle, is the difference, as regards limitation, between a case of legal waste where there is a remedy at law, and a case of equit-waste for which there is not a remedy at law.

Harris v. *Ekins* involves a novel point, which seems important, concerning remainderman's rights in respect of an act of waste which, though it abstracted some of the substance of the land, had the effect of making it more productive. Here the question was raised in course of a suit to administer the trusts of a will by which land was devised to a tenant for life and remainderman. Part of the land being turbary, the tenant for life leased it to lessees, with liberty to dig and carry away the turf, but with the obligation of preparing the surface for agriculture. It was proved that the turf so taken from the land was worth upwards of £1,000, and it was also proved that in the result of its abstraction the value of the land for farming purposes was much increased. On this evidence Vice-Chancellor Bacon upheld the Chief Clerk in a finding that, though waste had been committed, yet as the abstraction of the turf had actually improved the land, the tenant for life was not chargeable with any sum in respect of it. This decision asserts a curious doctrine somewhat the converse of the doctrine of "equitable waste." Under that doctrine a tenant for life is called to account by the Court of Chancery for acts which legally he had a right to do. Here, conversely, we find the Court declining to call tenant for life to account for an act of waste, on the ground that the act was not injurious to the inheritance.

In one sense the decision may be said to be commendable on ground of public policy, as calculated to promote the improvement of land. The point may recur in other instances; in clay lands, for instance, it has happened before now that a bed of clay removed for brickmaking exposed a bed of gravel decidedly more valuable as building site than the clay surface had been. The decision of Vice-Chancellor Bacon is open to this criticism, that although the letting value of the land may have been improved by the taking away of the turf, the taking away of the turf was an abstraction of something of which as to which the remainderman had rights, and it might probably be argued that he had a right to the improved income, *plus* the value of what was thus severed from the inheritance. Following the principle on which the Master of the Rolls acted in *Bagot* v. *Bagot* (*ubi sup.*), the value should have been settled; but this would have been a net value less than the gross amount of the £1,000. The decision, as we have said, is salutary, as

offering an extra encouragement to tenants for life to improve the property, but we should hesitate before acting upon it as an authority.

COMMON LAW.

LIBEL—COMMENT ON PUBLIC AFFAIRS.

Henwood v. *Harrison*, C.P., 20 W. R. 1000.

So far as it is possible to disentangle this decision from the parade of legal learning and the cloud of words in which the judgments are involved, it appears to go to this, that whereas it had been already established in *Wason* v. *Walter* (17 W. R. 169, L. R. 4 Q. B. 73) that there does exist, in favour of comments upon matters of public interest so much privilege as makes it necessary for the plaintiff in an action of libel to show that the comments are not fair, it was here held that it is competent to the Court to take upon itself to say that they are fair, or, which comes to the same thing, that there is no evidence on which the jury can properly say that they are unfair or malicious. Grove, J., justly said that the question of the fairness of the comments has been always hitherto, and in particular was in *Wason* v. *Walter* left to the jury; but the majority of the Court have here applied the principle of *Spill* v. *Maule* (17 W. R. 805, L. R 4 Ex. 232), where, with reference to a privileged communication by a trustee to creditors, the Court upheld a ruling which withdrew from the jury the question whether certain discrediting words relating to an equivocal transaction were evidence of that actual malice which the plaintiff was bound to prove. The decision is thus in conformity with the principle of decided cases; and though the observation of Grove, J., above noticed, is true, yet the power which the Court here claims for itself gives rise to no such danger as he seems to fear, and as really attended the older claim to lay down affirmatively as matter of law that the production sued on is a libel. This is only a claim to say that it is not, and is therefore in favour of the liberty of discussion, and not opposed to it.

MINES—WATER.

Smith v. *Fletcher*, Ex., 20 W. R. 987.

The case of *Fletcher* v. *Rylands* (14 W. R. 739, L. R 3 H. L. 330) clearly and finally settled the liability of persons who, for their own purposes, collect upon their land a body of water, which thence finds its way into and floods the land or mines of adjacent owners. The present case extends that liability to persons who, by their operations, create in their lands hollows which (without their designing it) naturally collect water from the neighbourhood, and by ponding it up or giving it a new direction, do the like injury to neighbouring owners. The conclusion seems to follow irresistibly from the premises which justified the conclusion in *Fletcher* v. *Rylands*. The case that seemed in contradiction to this conclusion was *Smith* v. *Kenrick* (7 C. B. 515); in that case the water which did the mischief was not collected by the defendant; the flooding happened in consequence of his having in the course of mining struck into hollows where the water was impounded, and the water came thence in its natural course into his own and thence into his neighbour's mines. He could scarcely be said to have brought the water; rather he could not keep it away.

Mr. William J. Graham, of Charlton, Kent, has been appointed agent to Sir John Maryon Wilson, Bart., in succession to the late Mr. George Hall Graham. The appointment is worth £700 a year.

CLERKS TO THE NEW JUDGES.—Mr. Justice Denman has appointed Mr. Ralph Watson to be his chief clerk, and Mr. E. R. Holton to be his second clerk. Mr. Justice Archibald has appointed Mr. James Bourke as his chief clerk, and Mr. Charles Vere as his second clerk. The salary of the chief clerks will be £600 each, and that of the second clerks £400.

REVIEWS.

Table of the Values of Life Annuities, Life Interests, and Life Leaseholds, on One or More Lives; also of Immediate Presentations to Church Livings, &c. At various Rates of Interest, and at Premiums varying from £1 to £15 per Cent. By WILLIAM EMERY STARK. London: W. J. Stokes. Birmingham: Cornish, Brothers. 1872.

The title of this pamphlet may convey the idea of its comprising more than it actually does. It contains, in nine pages, a "Table of the value of an annuity or life interest of £1 per annum," at various rates of interest, after allowing for the necessary assurance to be effected on the life or lives of the annuitants, at various rates of premium, commencing at £1 per cent. and increasing by 1s. The remaining four pages are occupied by explanations of the manner in which the tables may be used in computations respecting annuities, leaseholds, and immediate presentations. The explanations are not very clear, but may be comprehended by average minds. The tables will be serviceable. They are based, not on the ages of the lives, but on the premiums charged for assuring £100, from £1, with 1s. intervals, up to £15; which is a decided advantage.

A Systematic View of the Science of Jurisprudence. By SHELDON AMOS, M.A., of the Inner Temple, Barrister-at-Law; Professor of Jurisprudence, University College, London; Tutor to the Inner Temple in Jurisprudence, Civil Law, and International Law. London: Longmans, Green & Co., 1872.

The ruling purposes of this work appear to be—First, the construction of a universal system or mould of law, and secondly, the investigation of the elements and principles of law, rather from a social than a technical point of view; in both these respects somewhat resembling what is known in Germany as the Krausian school. It is obvious that anything like an adequate criticism of such a work is impossible within the limits of the space at our disposal, for the subject is one in which every chapter raises a controversy. With respect to the first of the above ideas, however, we must express our opinion that the writer has taken up a position which cannot be sustained, in attempting to vindicate for law a position analogous to that of natural science. The instances which he gives of what he calls permanent and universal facts, and invariable sequences, are sufficient to disprove what they are adduced to illustrate; for when they are examined they are found to have at best only so much uniformity as may be expected among several nations of about equal civilisation, and whose legal systems have been largely influenced from a common source; and some of them do not seem even to enjoy this degree of prevalence. If a universal basis of jurisprudence is to be found, it must be in much more simple elements than those which are here presented to us, and it is in the discovery of such simple and elementary notions that the much reviled school of natural law has in former times achieved successes that are now too apt to be underrated.

Something of the same vagueness that belongs to these elementary notions, the definite forms of which vary with different legal systems, also necessarily attends the attempt to investigate and distribute the various branches of law, rather according to their purposes than according to their formal definition. The same general purpose differently followed out gives different results, according as one or another view or tendency has predominated in the minds of those whose manners and customs have at different times and in different places moulded themselves into legal rules. And here, again, it appears to us that the author has attempted too great strictness; he is at once too strict and too loose; and the attempted combinations of the historical and the logical methods impairs the effectiveness of both. He has, however, rendered good service by recalling the study of jurisprudence from the bald and *jejune* system of almost negative definitions into which it has, for some time past, shown a tendency to slide, and endeavouring to bring vividly before the mind of the student the real living substance and meaning of the rules and institutes of

law. This, indeed, appears to us the chief merit of the work.

The latter part of the work is occupied with International Law (a branch of inquiry, however, which cannot possibly be admitted, if the rigorous definitions in the earlier part of the work are to be adhered to); and in this part there are to be found some interesting and useful discussions upon some of the more recent questions which have arisen in that department of jurisprudence. Indeed, these chapters are those which will probably be of most interest to the general reader.

Differing, as we are compelled to do, from the author, upon very many of the points discussed by him, and not feeling it possible to accept the work as a basis for the reconstruction of jurisprudence, we must nevertheless acknowledge that it has the merit of boldness and novelty, and that it will, as we believe, assist in promoting the rational and intelligent study of jurisprudence.

Index to Heirs at Law, Next of Kin, Legatees, Missing Friends, Encumbrancers, and Creditors or their representatives in Chancery Suits, who have been advertised for during the last 150 *years, containing upwards of* 50,000 *Names, relating to vast sums of unclaimed money.* Collected. compiled, and alphabetically arranged by ROBERT CHAMBERS. Third Edition, revised and greatly enlarged. London: Reeves and Turner; or of the compiler, Robert Chambers, 90, Stockwell Park-road, S.W.

This volume is, as its title claims it to be, an index to the names of persons advertised for. But it is not an index giving reference to the advertisements themselves. In something over 400 pages it gives a list of more than 50,000 names. Opposite to each name is a number, referring to Mr. Chambers' repository of advertisements. The reader who has paid 10s. 6d. for the volume may then send the name and its corresponding number to Mr. Chambers, with a request for a copy of the advertisement, and Mr. Chambers' "Instructions for obtaining copies of the advertisements or information referred to in this index" inform us that—"The fee for full copy varies according to the value of the information, lowest fee 10s. 6d.;" but "[since,] before paying the full fee, some persons may desire to ascertain with certainty if the advertisement relates to the person of whom they are seeking intelligence," an "extract" is to be supplied for 7s., which is to be deducted from the fee for a full copy if one be afterwards required. The range of the list is, we are informed, the last 150 years. It is certainly useful to know the address of a person who has kept copies of all such advertisements, and from whom copies may be got by paying for them, but, in spite of the compiler's belief, expressed in the preface, that "this index will be found of the greatest assistance to solicitors and others in prosecuting inquiries respecting unclaimed money," we doubt whether many solicitors will care to buy at 10s. 6d. a volume which is merely a large advertisement list of the names for which the compiler will send copy advertisement for fees varying from 10s. 6d. upwards.

Mr. J. C. Mathew is no longer a candidate for the representation of Cork.

Mr. Thomas Fowke A. Burnaby, solicitor, of Newark, has announced his intention of resigning the office of Town Clerk of that borough. The post had been occupied by members of Mr. Burnaby's firm for upwards of 115 years—forty of that time by Mr. Burnaby himself. Mr. Burnaby was admitted in 1831.

THE REGISTRARSHIP OF THE NORTH RIDING.—Mr. George Allanson Cayley, of Hovingham, near Malton, Yorkshire, has been elected Registrar of Deeds for the North Riding of Yorkshire, which office had become vacant by the death of Mr. Richard William Peirse. The new registrar is the eldest son and heir of Sir Digby Cayley, Bart., of Brompton, Yorkshire, by Dorothy, second daughter of the late Rev. George Allanson, of Llanerch Park, Denbighshire, prebendary of Ripon. Mr. G. A. Cayley was born in 1831, and married, on the 5th of July, 1859, his cousin Catherine Louisa, eldest daughter of Sir William Wansley, Bart., of Hovingham Hall, Yorkshire. He was appointed a lieutenant in the Yorkshire Hussar Yeomanry in 1859.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Oct. 22.—*Re European Assurance Society, Wallberg's case, and Marcus' case.*

Policy—Date of valuation—Winding up order—Premiums—25 & 26 Vict. c. 89 ss. 85, 148—35 & 36 Vict. c. 41, Schedule I.

The European Assurance Society was ordered to be wound-up by an order made on the 12th of January, 1872, by Malins, V.C., the petition having been presented on the 10th of June, 1871. The premiums on many policies became payable during the interval, of which some were withheld altogether by the policyholders, some, in accordance with an order dated the 25th of July, 1871, were paid into a "suspense account," and others, in accordance with an order dated the 7th of December, 1871, were paid into a "renewal premium account," on the understanding that such last-mentioned premiums were to be returned in full, if an order for winding-up were made. Questions having been raised as to the date of valuation of the policies and annuities, and incidentally thereto, as to the respective rights of the Society and the policyholders to these premiums, it was held

1st That the date as at which the valuation of the policies and annuities was to be made was the date of the winding-up order, the necessity for finding the "present" value of claims in respect of them arising immediately upon such winding-up order being made, but not before.

2nd That, in consequence, all premiums incoming due between the date of the petition to wind-up and the date of the order, including those which became due before the date of the order, though the days of grace for their payment did not expire till after the date of the order, must be paid before the policyholder would be allowed to prove.

3rd That, as in Cook's case (18 *W. R.* 426, *L. R.* 9 *Eq.* 703), *policyholders who had abstained from paying premiums becoming due after the presentation of the petition would still be at liberty to pay those premiums and to prove for the value of their policies though the days of grace had expired before the date of the order.*

4th That, having regard to the wording of the orders, policyholders who elected to abandon their policies, might have the premiums paid under them returned.

Two points were raised in this case: one as to the time when the valuation of policies and annuities was to be; the other, as to the mode in which certain sums of money paid into Court under the orders hereafter mentioned, and which had not been repaid, were to be dealt with.

The first petition for the winding up of the European Assurance Society was presented on the 10th of June, 1871. On the 25th of July, 1871, Vice-Chancellor Malins made an order, which recited that the society had been proved to be insolvent, and directed that policyholders should pay the premiums becoming due after that date into a "suspense account."

Wallberg's half-yearly premiums on two policies becoming due on the 11th of September, 1871, he paid one on the 16th, and the other on the 19th, of September, in accordance with this order. On the 17th of November, 1871, an order was made to wind up the society, and certain provisional official liquidators were appointed, with certain limited powers and functions, not involving the total suspension of the business of the society. On the 26th of November, 1871, Marcus's premium became due, but, before he paid it, an order was made on the 7th of December, 1871, "that the official liquidators should be at liberty, until further order, to receive from all persons assured with the above-named society the renewal premiums which may become due on the policies of the said society, and to carry the same to a separate account, to be entitled the Renewal Premium Account, upon the term or condition that persons paying such renewal premiums may (provided an order be made for the winding up of the society) have such premiums returned in full." Marcus paid his premium in accordance with that order. On the 12th of January, 1872, an absolute order for winding up the society was made. Many of the premiums, paid under the last order, had been repaid. Marcus's had not been, and his

* Reported by E. Wilkinson, Esq., Barrister-at-law.

name was put into the case to cover the possibility that the different dates of the payment of premiums might lead to different results. This, however, did not happen, as will be seen from the judgment.

Southgate, Q.C. (*Romer* with him), for Wallberg.—The question is, practically, as to the time at which the policies are to be valued. On this the ownership of the premiums must depend, and I contend that they are to be valued as at the date of the presentation of the petition, and that the winding up commences from that date. Consequently, in *Cook's case*, where the petitions for winding up were on the 11th and 31st of August, 1869, and the days of grace for paying the premiums on his policy expired on the 7th September, though the winding-up order was not made till the 17th of September, the Vice-Chancellor James held that Cook was entitled to prove for the value of his policy. This accords with the meaning of section 84 of the Companies Act of 1862.

Lord WESTBURY.—Do you derive from *Cook's case* the general conclusion that when a petition for winding up is presented no policyholder need pay any premium accruing due after presentation of that petition?

Southgate, Q.C.—Yes; if the petition ripens into a winding-up order. He would be in a difficult position if the petition were dismissed. The rule in the 1st schedule to the Life Assurance Companies Act, 1872 [his Lordship had intimated an intention of adopting that rule] contains but one reference to time, and that is the commencement of the winding up, which, by section 84 of the Act of 1862, must be deemed to commence from the date of the presentation of the petition. It is true that in *Lancaster's case*, 16 S. J. 103, Lord Cairns is reported to have said that the valuation was to be made at the time of the winding-up order, but in that case the order followed close upon the presentation of the petition, and there was no intention of discriminating between the two dates. There is no authority for fixing the date of the order, except the 25th rule made under section 158 of the Act of 1862, which certainly does contain the phrase, "the date of the winding-up order," but as Lord Cairns said in *Re Trent and Humber Company, Ex parte Cambrian Steam Company*, 17 W. R. 181, L. R. 4 Ch. 112, "The 25th rule only says that where there are claims admitted to proof under section 158, they are to be estimated, *as far as possible*, according to the value at the time of the order to wind up." Therefore, and having regard to the contract under which these premiums were paid, the policies ought to be valued at latest as at the date of the order of the 25th of July, 1871, which recites the insolvency of the company. The petition stood over so long simply for the purpose of seeing whether, under section 22 of 33 & 34 Vict. c. 61, an arrangement might be made in place of a winding-up order. My contention that after the presentation of a petition to wind up the policyholder is freed from liability to pay premiums becoming due between that date, and the date of the order to wind up is analogous to the rule at law that where one party to a contract intimates an intention not to perform it, he may be sued before an actual breach has taken place. See *Danube and Black Sea Railway Company* v. *Zenos*, 11 C. B. N. S. 152; affirmed on appeal, 13 C. B. N. S. 825, 10 W. R. 320.

Higgins, Q.C., (*Cookson* with him) for the official liquidators.

Judgment was deferred to give other policyholders in the same position an opportunity of adding their arguments to Mr. Southgate's, and also to give those who had abstained from paying premiums altogether after the presentation of the petition an opportunity of being heard. One or two minor applications were made, which are referred to in the judgment, but no further argument took place on the points mentioned above, and on the 5th of November, 1872, judgment was delivered as follows by

Lord WESTBURY.—In this case I have to decide two points; one as to the time when the valuation of policies and annuities is to be made, the other with regard to the dealing with those sums of money that were paid into court under the orders, or at the invitation of Vice-Chancellor Malins, and have not been repaid.

Now, on the first point, with regard to the time of the valuation of a policy or annuity, it is matter of surprise to me that any doubt should have been entertained. Doubts, however, have been entertained by different judges, even as late as the last Act of Parliament, wherein some indefinite enactments may probably be attributed to the existence of that doubt. But if you examine the subject, I think it will be admitted at once that there can be no doubt upon the question. The necessity for a valuation of these claims against the company arises from this fact, that all the property of the company is, under the winding-up order, handed over for equal distribution among its creditors. Of those creditors annuitants and holders of policies granted by the company are some, and the necessity of making an equal distribution of the assets of the insolvent company, renders necessary also a valuation of these claims. These are claims to arise, as in the case of annuities from time to time, *in futuro*. In the case of policies they are contingent claims arising upon a contingent event, namely, the death of the person to whom the policy is granted. The Legislature has determined, and in all insolvencies the same rule applies, that in the course of the administration of the estate of an insolvent company these debts shall be valued; they must be valued; you could not withhold out of the assets of the company a large sum of money, and keep it invested, or in suspense, to answer the claims when they arise. You must have a present value put on these future claims, and that present value represents the sum for which the claimant, the holder of the claims, will be entitled to rank among the rest of the creditors.

Now then, where does the necessity for this valuation arise? It arises immediately on the property of the company, the debtor, being directed to be equally distributed. But when is the property of the debtor company subjected to equal distribution among the creditors? At the date of the winding-up order. Then, and not until then, is the company divested of its property. In effect, the property is handed over to the official liquidator to be broken up and distributed in proportionate parts among the creditor claimants who are entitled. Well, then, it follows immediately that the valuation must be made when the necessity for a valuation arises. The necessity arises, as I have said, when the order to wind-up is made; and that, therefore, becomes necessarily the date of the valuation.

Now, some confusion appears to have arisen sometimes, as in *Bell's* case, which was decided on principles utterly foreign to those which govern the administration of an insolvent estate. Some confusion also appears to have arisen from supposing that the winding-up relates back to the time when the petition on which the order is made was presented. For some purposes it may; but the property of the company remains in the administration of the company, subject to any order of the court taking it out of the company's administration; it remains in the hands of the company, until the time when the property of the company is broken up—that is, not until the order for winding-up. I have no doubt, therefore, if you regard it on principles which should govern it altogether, especially when analogous to the proceedings in bankruptcy where the valuation is always made at the time of the order for adjudication—I say, if you regard it on principle, you would have no hesitation in stating that the present value, as it is called in the Act of 1872, is the value that presents itself when you are first obliged to ascertain that value, and that is when you enter upon the process of distribution.

Now this was recognised by the Legislature in the Act of 1862, which provides in the 158th section, "In the event of any company being wound-up under this Act, all debts payable on a contingency, and all claims against the company, present or future, certain or contingent, ascertained or sounding only in damages, shall be admissible to proof against the company, a just estimate being made, so far as is possible, of the value of all such debts or claims as may be subject to any contingency or sound only in damages."

Well, but the right to be admitted as a creditor must be considered as arising immediately that the property is handed over to the creditors, and no longer remains in the hands or under the administration of the debtor company. That is again at the date of the order to wind up. Now the meaning of that enactment was more fully explained in the rules that follow the Act, when by the 25th rule it was said, "the value of such debts and claims as are made admissible to proof by the 158th section of the said Act

shall, so far as is possible, be estimated according to the value thereof, at the date of the order to wind up the company." I think that rule was a very correct one; it correctly interpreted the meaning of the Act, it was perfectly consistent with principle, as I have endeavoured to show, and perfectly consistent with the practice observed in the law, as it had been previously administered in cases of bankruptcy and insolvency. Lord Cairns observed that rule, and in all the decisions made by him in the Albert Arbitration, he held that the value must be estimated and ascertained at the date of the order to wind up. And though the Legislature did not in terms repeat that in the Act that followed the Arbitration Act,—the Act of 1872, yet, in effect, it has done so by the direction that the present value shall be ascertained, a direction which speaks as at the date of the order to wind up. I have no hesitation therefore in adhering to the rule laid down by the statute, and followed by Lord Cairns, and I declare that every policy and every annuity shall be admissible to proof in this administration according to the value of the policy and the annuity as at the date of the order to wind up. And I declare that the rules given in the first schedule of the Act of last session, chapter 41, shall be the rules to be followed in this arbitration, for the purpose of fully carrying out the valuation of the policies and the annuities as at the date of the order to wind up.

Well, now we come to the next point that has been argued before me, and that is, what is to be done with the premiums upon policies? My attention was drawn to a decision of Vice-Chancellor James in *Cook's case*, which, so far as it is necessary for our present purpose, and so far as I recognise it, laid down this rule, that if a premium upon a policy had become due according to the terms of the policy anterior to the date of the presentation of the petition upon which the order to wind up was subsequently made, if the premium, I say, became due before that date, but the thirty days of grace did not expire until after that date, that that premium might be paid by the policy-holder in the administration of the Company, and that he would not be liable to incur a forfeiture of the policy by reason of the premium not being paid on the very day on which the days of grace expired. I am speaking of course of a petition followed by a winding-up order, and I think that was a very moderate and just decision; and proceeded upon this, that inasmuch as the future winding-up order was proof that the Company was in a state of insolvency at the time when the days of grace expired, it would be an unreasonable and unjust thing to deny the policy-holder the benefit of his policy by reason of his not complying literally with the terms of the engagement and paying the money at the expiration of the days of grace. I mean to follow that, and to hold that in the case of every policy brought forward for valuation, any premiums that become due between the date of the petition to wind up and the date of the order, may be received by the official liquidator from the policy-holder. That will extend it still further. For supposing that a premium became due, we will say, on the 1st October, 1871, the petition having been presented in the month of June, 1871, that premium becoming due on the 1st October, and followed by thirty days' grace, would have to be paid by November, if the Company were solvent, and if it was at all reasonable to expect that the engagements in the policy would be literally kept by the Company. But as that is not the fact, the fact of the winding-up order following on on that petition retrospectively ought to operate to this extent, to prevent any policyholder incurring a forfeiture—I call it a forfeiture—it will be understood I mean incurring the loss of his policy, by failure to keep the engagement to pay the premiums becoming due at any time after the insolvency of the Company commenced. I take the insolvency of the Company, as proved by the subsequent order, as in fact commencing from the date of the presentation of the petition, and therefore I give the policyholder the benefit of paying the premiums that became due during that interval at any time before the policy is presented for valuation. The result of that will be this, that the policyholder presenting his policy for valuation will be obliged to pay all premiums that have become due previously to the date of the order to wind up. Of course, in the case of a policy the premium upon which became due, and the thirty days of grace also expired, before the date of the petition to wind up, and which was not paid by the policyholder, that policy becomes null and void; but in every other case when the premium becomes due during the period of insolvency that precedes the order to wind up, the policyholder shall have the option of paying those premiums at the time when he presents his policy for valuation. But I must require him to pay the premiums before the valuation is made. And I cannot listen to any argument that was presented to me on one or two occasions, that a policyholder ought to be allowed to set off the amount of the valuation as against the premiums. The premiums cannot be made a subject of set off. The policy must be valued as a current valid engagement—and therefore, all premiums that have become due previous to the date of the order to wind up must be paid, and in the premiums so required to be paid, I include any premium that may become due and payable before the date of the order, though the thirty days grace for the payment of that premium would, ordinarily, not expire until after the date of the order. Now, that will be the rule with respect to valuation. I hope I have expressed it so that it will be understood, and that the policyholder will know what is the obligation, the condition that he must fulfil before his policy is valued. Of course he has full liberty not to present his policy for valuation, in which case the policy will become void, and in that case, of course, he will be under no obligation to pay those premiums. That leads me to the other part of the application in *Wallberg's case*, which was that the policyholder might have an immediate return made to him of premiums which he paid into the Court of Chancery, under the orders of Vice-Chancellor Malins. That, however, was followed afterwards by an application made to me the other day from the same parties that a policyholder might be at liberty to elect to abandon his policy, and if he elected to abandon his policy, then that he might have a return of these premiums. I felt some difficulty at the time in acceding to that application; but having regard to the very singular terms of the order made by the Vice-Chancellor Malins, I cannot, of course, claim a right to treat payments made under the strange invitation contained in that order as if they were voluntary payment made by the policyholder on account of his policy. And therefore I must hold that any policyholder who has paid his premiums under that order, but afterwards elects not to prove his policy, is entitled to a return of those premiums. If the policyholder afterwards proves his policy, of course I should withhold the premiums, because he could not prove without payment of those premiums, and it would be an idle circuity, of which we have already had enough, to hand him out his money only to make him return that money. But if he can tell me, if any policyholder who has paid his money into court, and which now stands to the suspense account created under and by virtue of that order, declares that he does not intend to bring forward any proof in respect of that policy, and voluntarily surrenders that policy to the official liquidators, then I hold that he must receive back the moneys that he so paid. I cannot treat those payments as voluntary conclusive payments when they were made under the terms of that order. But I cannot repay the premiums to him if he tells me he still means to prove in respect of that policy, for if he does prove in respect of the policy or declares that he intends so to do, then the premiums would become payable before the proof be admitted, and I could not allow therefore of the money being paid back to an individual who tells me that he will put himself in the situation of being compellable to pay that money again.

That, I think, will dispose altogether of the points which were raised by Mr. Southgate. I desire to have this rule, as the rule followed by Lord Cairns, fully understood. Every policy and every annuity will be valued as at the date of the order to wind up, and the valuation will be made in conformity with the rules given in the first schedule to the last Act of 1872. I should mention a question which arose in Mr. Chitty's case, that any sums of money paid by the provisional liquidator to an annuitant in conformity with the order, will be retained by the annuitant, and he will of course deduct the amount from the sum that he will come forward to prove for the arrears of the annuity, in addition to the value thereof.

I have only to dispose of the application; and as it raised very conveniently a number of points, which I have thought it necessary to deal with in the manner expressed, I think

it quite right that these gentlemen, the applicants in *Walberg's case*, should have the costs of the application out of the assets of the European.

Solicitors, *Mercer & Mercer; Kearsey*.

COURT OF BANKRUPTCY.

(Before Mr. Registrar KEENE.)

Nov. 12—*Re Strange.*

Registration of resolutions for composition disallowed when time for payment has elapsed before presentation of resolutions.

This was an application to register resolutions of creditors.

The petition was filed on the 20th of August, and on the 12th of September the following resolutions, *inter alia*, were passed:—

"That a composition of one shilling in the pound shall be accepted in satisfaction of the debts due to the creditors from the said Frederick Strange."

"That such composition be payable as follows—within twenty-one days after the date of the meeting confirming these resolutions."

"That on payment of such composition as aforesaid the said Frederick Strange be entitled to his discharge."

The adjourned meeting took place on the 25th of September, when the former resolutions were confirmed, and, consequently the composition was due and payable on the 16th of October, but no payment was made to any of the creditors.

Some delay arose in presenting the resolution for registration, in consequence of several of the proofs of debt being objected to by creditors dissenting from the resolutions.

Mr. W. H. Roberts, solicitor in support of the application to register.

Brough, and *Finlay Knight*, for dissenting creditors.—The time for payment of the composition pursuant to the terms of the resolutions having elapsed, without payment being made, the resolutions are invalid, and cannot be registered.

Mr. Holland, proxy for a creditor also in opposition.

Mr. Roberts—The delay having been caused by the acts of the creditors themselves, they cannot take advantage of it.

The REGISTRAR held that the objection was fatal to the resolutions, and refused to register them. Application refused.

Solicitors for the dissenting creditors, *Messrs. Lumley & Lumley*.

(Before Mr. Registrar PEPYS, acting as Chief Judge.)

COUNTY COURTS.

HALIFAX.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Nov. 6.—*Aire and Calder Navigation Company* v. *Thompson.*

The using sacks, after notice that if they were detained beyond a certain time a charge would be made, held equivalent to a precedent request for their hiring, raising an implied promise to pay for their use.

The following judgment was delivered in this case:—

Serjeant TINDAL ATKINSON.—This action is brought to recover the sum of £5 0s. 11d. for the demurrage of sacks alleged to be detained by the defendant. Evidence was offered on the part of the plaintiff that a notice was sent by one of the company's servants in August, 1866, to the effect that in future, if sacks lent by the company were detained beyond fourteen days, each sack would be charged at the rate of a halfpenny per week; that notices had been sent at various times of the detention of sacks, and that an account for demurrage, containing the items of the present demand, had been made, but the defendant had refused to pay. A letter was also posted to the defendant on the 18th of January, 1870, stating in substance that a complaint had been made that he had not returned sacks in due course, and as it was a great drawback to the plaintiff's trade, and as they made no charge for a limited period, the only remedy was to charge demurrage, which in future would be strictly enforced. No reply was made by defendant to this letter, and the matter remained in abeyance until the third of November, 1871, when one of the plaintiff's agents saw the defendant, and complained of the detention of sacks, and it was agreed that in future the empty sacks should be sent to the company's station at Halifax. It was also alleged in support of the plaintiff's case that the defendant requested that his grain should be forwarded by the company in their sacks. It was admitted that although the account was sent in to the defendant monthly and had been paid by him, that no charge for demurrage was made on the face of such accounts.

The defendant in his evidence stated that he had never made any request to the company to deliver his grain in their sacks, that it was immaterial to him whether it came to him in bulk or in sacks, and that he had never received any account for demurrage before the present claim; that he had not received the alleged notice of August, 1866, and that he had told the company's agents he would never pay for demurrage until he was forced.

It was contended by Mr. Horace M. Smith, the defendant's advocate, that no contract to pay demurrage by the defendant was proved, and no implied promise to pay could be raised from the fact that defendant had detained the company's sacks, the using which had been a benefit to them, and done at their own instance.

I am of opinion that it is proved satisfactorily to me that the notice of July, 1866, was sent by the company to the defendant, and also that the letter of the 8th of January, 1870, gave a distinct intimation that from that date, if the sacks used for the purpose of conveying the defendant's grain were detained beyond the time allowed, a charge would be made and strictly enforced; and I am of opinion that it is proved that after this notice the defendant requested his grain to be sent to him in the plaintiff's sacks. It is clear to my mind that if for my advantage I request the use of another man's chattel, and he tells me that I may have the use of it for a certain time without payment, but if I detain it beyond that period a charge will be made, that I take the use of the thing subject to that condition, and that there arises in law an implied precedent request on the part of the defendant, a consideration by the plaintiff, and an implied promise to pay the sum named by the plaintiff for its use. In this case I think the term demurrage is scarcely applicable, and that the cases cited by Mr. Smith have no bearing on this case. In them it was sought to charge the consignee with demurrage, he being no party to the terms and conditions of the charter-party, the consignor or charterer being alone, by their express contract, to be charged. Here the defendant is not in the position of a consignor or consignee, but is an ordinary sender of his own goods by a common carrier, clothed with all the rights to recover for any breach of duty on the carrier's part. It seems to me to be nothing more than a simple case of the hire of sacks, the hiring to commence after the period allowed by the leader, for their gratuitous use, had ceased. There will, therefore, be a verdict for the plaintiff for £5 0s. 10d.

Mr. Smith asked his Honour's permission to take a copy of the judgment, inasmuch as it was yet a matter of doubt whether or not it would, by his Honour's permission, be taken to the court above.—His Honour said he should be glad to allow a copy to be taken, and would readily consent to an appeal to the court above.—Mr. Ibberson, of Dewsbury, who represented the company, asked for expenses for two days, which were granted.

POLICE.

CLERKENWELL.

Nov. 21.—Mr. Rowcliffe, of the firm of Gregory, Rowcliffe, & Co., solicitors, of Bedford-row, W.C., appeared for the fourth time before Mr. Cooke to-day in answer to a summons which charged him with having written and published a libellous letter to the Rev. Mr. Kelly, incumbent of St. George's, Liverpool, The complainant conducted his own case.

Poland was for defendant. Shortly the facts were these:—Mr. Kelly had a petition for judicial separation on the ground of cruelty filed against him by Mrs. Kelly, in 1869, (18 W. R. 191. 767). The result being against the respondent, he was ordered to pay the costs, which amounted to £265 odd. Subsequently, at the instance of Mrs Kelly,

a petition was presented to the Court of Bankruptcy with the view of making Mr. Kelly a bankrupt, the words in the order for costs—"pay to the solicitors or to the petitioner"—being relied upon. Mr. Registrar Murray, however, set aside the proceedings for the reason that a wife could not hold such a position, and, noticing that the words "or to the petitioner" had been interlined, allowed the order to be placed on the file, so that it could be referred to at a future time. The alteration had been made by the Judge's clerk—the proper authority; but Mr. Kelly, though informed to the contrary, believed that Messrs. Gregory & Rowcliffe, the solicitors against him, had betrayed the clerk into the altering of the order for the purpose of making it the basis of proceedings in bankruptcy, by which he was likely to sustain considerable injury. He then made an affidavit that they had had the extra words inserted for their own purposes. It seemed that Mr. Kelly was at this time under the impression that Mr. Registrar Murray had countenanced the suspicion of forgery by impounding the order, whereas the document had been merely placed on the file. Messrs. Gregory and Rowcliffe, writing in reference to his affidavit, said that the interlineation had been made by an officer of the court, adding, "every statement made by you to the contrary is absolutely false, and, we regret to add, false within your own knowledge" This was the libel complained of. A reading of the letter in the chambers of Lord Penzance rendered its publication complete. Mr. Gregory, the head of the firm, was the person named in the summons, but he having for some little time past been travelling on the continent, Mr. Rowcliffe, the second partner, undertook the responsibility. *Poland*, contended that the letter was what would naturally be written in reply to such an accusation, and in consequence the defendant was entitled to have the summons dismissed.

Mr. COOKE said he was clearly of opinion that the alteration in the order was made by the proper authority, and what the defendants did was justifiable. With respect to the other part of the case, the complainant had been distinctly told that Messrs. Gregory and Rowcliffe had had nothing to do with the thing, and he could, by going to the Divorce Court and making inquiries, have found that such was the fact.

Summons dismissed.

APPOINTMENTS.

MR. ROBERT COLLINSON, solicitor, of Scarborough, has been appointed by the Town Council to be Coroner of Scarborough, which office had become vacant by the resignation of Mr. Alexander Easton, a local surgeon, who had held the corcnership for upwards of thirty years. Mr. Collinson was admitted in 1834.

MR. HERBERT GEORGE GOLDINGHAM, solicitor, of Worcester, has been elected by the Worcester Council to be Sheriff of that city for the ensuing year. Mr. Goldingham was admitted in 1841, and belongs to the local firm of Parker, Goldingham, & Parker.

MR. GEORGE BROWN, solicitor, of York, has been appointed by Mr. Edward Rooke, the newly-elected sheriff of that city, to be Under-Sheriff during his year of office. Mr. Brown was admitted in 1861, and is a partner in the local firm of Newton, Robinson, & Brown.

Mr. Justice Denman will take the chair at the annual festival of the Solicitors' Benevolent Association in 1873.

THE NEW MAYORS.—The following is an additional list of solicitors who have been elected mayors for the ensuing year:—Mr. William Games, Brecon; Mr. Edward Edwards, Rhuthyn, Denbighshire, re-elected; Mr. Charles Newman, Barnsley, Yorkshire; Mr. Benjamin Gardner, Bewdley, Worcestershire; and Mr. A. W. Byrch, Evesham. Mr. William Haigh Bailes, solicitor, formerly of Doncaster, and late of Sheffield, has been elected mayor of Boston, in Lincolnshire. Mr. Bailes held the position of master in the Doncaster and Sheffield lodges of Freemasons, and was distinguished by a high office in the Provincial Grand Lodge of West Yorkshire. He has practised as a solicitor since 1843.

GENERAL CORRESPONDENCE.

THE MAYOR OF DERBY.

Sir,—Observing that by a not unnatural mistake you have dignified me with the appointment of mayor, I shall be glad if, in the next number of the *Solicitors' Journal*, you will kindly state that it is a Mr. John Smith, *brassfounder*, who has been elected to that office in this borough, and not your obedient servant, JNO. SMITH, Solicitor.

17, Market-place, Derby, Nov. 20.

ON THE ENGLISH STUDY OF ROMAN LAW.

Dear Sir,—The proposal of the Council of Legal Education to establish no fewer than twelve prizes of £100 each, for excellence in the study of Roman Law alone, has justly occasioned a considerable amount of animadversion. Finding that your views of the utility of that study substantially coincide with my own, I am desirous of the favour of stating in your journal my estimate of its utility, with slightly more of detail than your own brief notice of last week permitted you to do. Probably my opinion in the matter may carry some little weight with it, as I have myself devoted a very considerable amount of attention both at college and in the intervals of business to the study of the Roman Law, as well in its general as in its particular maxims, and have also recently published a translation and abridgment of Savigny's Treatise on Obligations in Roman Law.

I was always greatly surprised at the opinion of Dr. Phillimore (now Sir Robert) expressed in one of his very handy compilations on Roman law, to the effect that the doctrines of the English law, with the distinctions taken therein, in Messrs. Meeson and Welsby's reports, were despicable in comparison with the doctrines and the distinctions of the Roman Law. The hardihood of this assertion is not accounted for by any ignorance in that author of the subject matter of the Roman law, for of his great knowledge in this respect his numerous writings and judgments give ample and more than ample evidence; possibly, therefore, it is to be accounted for (if accountable for at all) by that right honourable gentleman's imperfect knowledge of the English common law,—the other member of the subject matters which he compares. Now, Sir, this opinion of Dr. Phillimore's has, by virtue chiefly of the great authority of his name, obtained unfortunately a popular currency in the professional and semi-professional mind which is increasing to a pernicious extent; I should almost venture to attribute to it this new alleged proposal of the Inns of Court, to devote so liberally of their resources to the encouragement of the exclusive study of the Roman Law; but for the reasons following I submit that the revival of that study, which promises to be attempted on at least so large a scale as that foreshadowed by the proposal of the Inns of Court, is both erroneous and unhappy.

My first reason for this opinion is the following:—(1) The Roman law is incapable of profitable study, excepting in the original Latin, and by persons who have, if not an absolutely perfect, an averagely fair perception of the structure of that language. The acquisition of this indispensable preliminary power cannot be made, consistently with a man's development in general respects, within a shorter period than the age of twenty-one or twenty-two years. The thorough study of the Roman law wants at least two years more; and this brings the student to the age of twenty-three or twenty-four years, after which time the scheme intends that he should first break ground in the field of English jurisprudence. This first reason, I shall call the objection on the score of *time*; the great expenditure of time which the scheme requires, renders it, in my opinion, an ill-advised, erroneous, and unhappy scheme,—for the generality of students; and the utility of particular individuals cannot of course be suffered to override the larger utility of the general body.

My second reason for the adverse opinion I have expressed in this:—(2.) The technicalties of the Roman law, as well and equally in its points of practice as in those of doctrine, are as numerous, as subtle, and (to the outside world) as inconsistent with reason as are those of English law; consequently the labour of perceiving them in the first instance, and of tracing them up to their ultimate

reasons in the second instance, is equally great in the case of both systems of jurisprudence. And the Roman system when once mastered is of no utility as a substitute for the English system,—so far as regards *procedure* at least; and although it is of much and undoubted utility, so far as regards the body of *doctrine* or *substantive principle* which it contains, yet that utility is by way of preparation only for the later study of the English law. And the student therefore, after all the labour that has been expended by him over this preliminary study, has the unhappiness to discover that as yet he is only at the outset of the journey, which he has to tread, with equal or rather with even greater labour. This second objection I shall therefore call the *want of economy in labour*; the extravagant expenditure of labour which the scheme requires renders it in my opinion an ill-advised, erroneous, and unhappy scheme—for the generality of students; and the utlity of particular individuals cannot of course be suffered to override the larger utility of the general body.

My third reason for the adverse opinion I have expressed in this:—(3.) The Roman lawyers of the didactic species dolized quotations from the Greek, pretty much in the manner and to the extent that the English lawyers of that same species, are wont to idolize quotations from the Latin; yet it is plain to us who read the Latin of the Roman jurists, as i is interspersed with Greek, that the Roman law is great and valuable because precisely of its substantial independence of the Greek; and by parity of reasoning it may be conjectured that the English system because precisely of its substantial independence of the Latin will be as great and valuable a system in like manner, in the estimate of future ages, looking back upon it as an ancient system. This correspondence of the Roman and the English systems in their each expressing and being the independant outcome of the native character of the respective peoples contrasts in a most suggestive manner with the Scotch system of jurisprudence, in the absence from the latter of all correspondence with the native character of that nation. The effects as well of a political as of a social kind, which are attributable respectively in England and Scotland to this difference of character in their respective legal systems, would be an interesting, not to say an *irritating*, tale to tell; but no one, I imagine, who was reasonably acquainted with the two countries in their political and social characters would hesitate to prefer the English system to the other. If this preference therefore be assumed as just, and many reasons justify the preference, what show of reason is there for that folly of the "wise," which is apt to mislead the "prudent" even, in supposing that by conceiving self-distrust in the approved usages and institutions of our country and abandoning them for the untried usages and institutions of a different country we shall approximate more nearly to what is reasonable, or to what is practicable, or more inexpensive, and so forth? There is small reason truly; and the reasons which are the other way are great and many. And yet endeavours the most apparent were made, and in some few instances unhappily succeeded, during the period of the late Lord Chancellor's tenure of the seals, to approximate the laws of England *in their numerical simplicity* with the laws of the northern member of the island in its servile imitation of the Latin: the Courts in London were to be re-modelled on the Courts in Edinburgh, with 1st, 2nd, and (if need were) 3rd divisions—names without historical associations, divisions which certainly would not more perfectly (if so perfectly) serve the ends of justice than (or as) are served by the existing English court arrangements. Happily, the present keeper of the seals has given the English people a good augury and assurance that the improvements, as well general as legal, which the future has in store, shall not be endeavoured to be effected at the cost of the abandonment of the olden English usages. "Those nations which had cast off their past, which had endeavoured rudely to sever the present and the future from the past, had plunged themselves into a sea of anarchy from which there appeared to be no escape." * These were the words which the present Lord Chancellor propounded in his prætorian edict amidst surroundings which were peculiarly English, in the joy of the banqueting hall and the re-assembling of familiar faces. It may therefore be trustfully expected that the proposal of the Inns of Court so far as it seems to tend to giving an alien jurisprudence, although of the admitted merit of the Roman system, a disproportionate regard in comparison with the native English system will be reconsidered before it is definitively accepted and enacted. For the proposal is obnoxious to this, my third objection—*that it depreciates the value of the English common law*, a depreciation which, in my opinion, renders any scheme proceeding on it as its basis an ill-advised, erroneous, and unhappy scheme for the generality of students; and the utility of the scheme for particular individuals, which is not apparent, cannot, of course, be suffered to override the larger utility, which is apparent, of the general body.

My fourth reason for the adverse opinion I have expressed in this—4, That a better scheme may be devised, which is obnoxious to neither one nor other of the three objections which have been outlined in this letter: this fourth obection I must reserve, however, for a future letter.

Lincoln's Inn, Nov. 20, 1872. A. BROWN.

* Sol. Journal, Nov. 16, 1872, p. 53. *

SCOTLAND.

The following resolutions were unanimously adopted at a meeting of the Faculty of Advocates, held in Edinburgh, on Wednesday:—

(1) "That in order to the due administration of justice in the Court of Session, and the speedy and satisfactory determination of causes depending before the Court, it is necessary that there shall be not fewer than thirteen judges—the number fixed by existing statute." (2) "That, having regard to the foregoing resolution, and also to the fact that the Royal Commissioners appointed in 1868 to inquire into and report upon the judicial establishments of Scotland, have reported as follows:—'As regards the total number of judges, we are unanimously of opinion that the present number of thirteen cannot, by any redistribution of them, or any re-arrangement of the business, be diminished without detriment to the efficiency of the judicial establishment, and consequent injury to the public,'—the Faculty resolve respectfully to represent to her Majesty's Government, that the vacancy on the bench, occasioned by the death of Lord Kinloch, ought to be filled up without further delay."

OBITUARY.

MR. J. J. BREAREY.

Mr. John Joseph Brearey, solicitor, of Dewsbury, in Yorkshire, died suddenly on the 13th November. He was admitted in 1864, and was a member of the local firm of Scholes & Brearey. At the last municipal election, on the 8th November, he was returned at the head of the poll, as a member of the Dewsbury Town Council for All Saints' Ward. On the afternoon previous to his death, he attended a meeting of the Gas Comittee of the Town Council, and in the evening he professionally visited a gentleman at Earlsheaton, returning home in his usual health. The next morning he suddenly expired in bed. Mr. Brearey, who was in his 36th year, leaves a widow and two children. He was a liberal Churchman, and took an active interest in the St. Luke's Mission, Leeds-road.

The registrarship of the Ilchester County Court, in the Somersetshire Circuit, has become vacant by the death of Mr. Henry Tuson, which took place on the 14th of November, at the age of 75 years. He had been in practice as a solicitor since 1818.

Mr. William Worship, solicitor, and town clerk of Great Yarmouth, who was so seriously injured in the railway accident at Kelvedon a few weeks ago, has returned to Yarmouth from the neighbourhood of the disaster, where he had been under medical treatment. Mr. Worship, who is held in great esteem by all classes of the inhabitants, is now rapidly approaching convalescence. But for this untoward accident, he would have been nominated to fill the office of mayor at Yarmouth for the ensuing year.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

On the Appellate Jurisdiction of the House of Lords.*

One of the most important questions to be solved by the Judicature Commission is the question of appeal, and as it appears to be still unsettled it may be well by a few desultory remarks on the appellate jurisdiction of the House of Lords to bring to our minds the principles that should be considered in the institution of a new Court or the alterations of the present ones. I presume we must deal with the subject of appeal on the supposition that a fusion of law and equity is to take place, and that in the fusion equitable doctrines are to prevail and to supersede the stern maxims of the common law. If this be so but one Court of Appeal should deal with all questions of appeal, though that Court may be made as strong in numbers as the work before it may require. Assuming this, we must at once argue that either the appellate jurisdiction of the House of Lords must be transferred to a final Court of Appeal or the ultimate appeal in all cases must be transferred to the House of Lords.

Another question now arises; should there be but one appeal only or should there be an ultimate, penultimate, and antepenultimate appeal. A common law case is tried before a judge who may decide it in point of law, argued again in Banco, argued a third time in the Exchequer Chamber, and a fourth in the House of Lords. Is there such an advantage in the fourfold argument as to compensate the suitor for the loss of time and money involved? On the other hand, if a case is to go from the Court in Banc to the final Court of Appeal is there a risk of a miscarriage of justice by too little discussion and contest. Bearing these, the main points, in mind, let us ascertain what the House of Lords really is as a Court of Appeal, and to do this I think the easiest plan is to take a glance at the recorded decisions.

In the year 1866 the House had the assistance of no less men than Lord St. Leonards, Lord Westbury, Lord Chelmsford, Lord Cranworth, Lord Kingsdown, and Lord Wensleydale. It was the first year of the publication of the *Law Reports*, and therefore likely to be fully and faithfully reported. In later years it is possible that the zeal of the reporters may be tempered by age and emolument. In that year the volume is a slim one, and therefore betokens either a paucity of work or a condensation unexampled in reporting. In 1866 19 cases are reported, in 1867 18, and 1868 16, 1869 14, and 1870 14.

It may be said that the reporter has made a selection only of the important cases, but looking at the lists set down we found in the session 1867-68 18 cases, exclusive of Scotch appeals, and in 1868-69 22 cases. The present session commences with a list of 21 only: apparently, therefore, almost every case that was actually heard was reported.

Of the 19 cases reported in 1866 13 were from English Chancery Courts and 1 from the Irish, 4 from the English Common Law Courts and 1 from the Irish, or altogether 14 from equity and 5 from common law. Of the 13 English cases from Chancery 3 were reversed, one stood over, the Irish case was reversed. Of the common law cases all were affirmed. But this mode of stating results hardly shows the diversity of opinion on the cases, for in fact 3 more of the equity cases and one of the common law cases had been otherwise decided at one stage of their career; of these 4 cases 2 of them were decided in the House of Lords by majorities. Two of the Chancery cases and 2 of the common law may fairly be said to be important cases involving principles that deserve to stand recorded, but the residue can hardly be said to be attractive reading either to the jurist or the student.

Perhaps 1866 is not a fair criterion of the *pabulum* offered to the retired legal giants, because the cases arising out of the previous commercial crisis were dispatched and the fresh ones only in the process of manufacture.

Let us take 1869 and 1870 as well, and see what they afford. Of the 28 cases in the two years 13 were from the English Chancery Courts and 4 from the Irish, 11 from the English Common Law Courts, 5 one year and 6 the next. Of the 13 cases from the English Chancery Court precisely the number in the two years that we found in 1866, 6, were reversed, 6 were affirmed, and one was a peerage case that was decided in the House in the first instance. The 4 Irish cases were all affirmed. Of the Common Law Cases 6 were affirmed and 5 were reversed. The House was in a very unanimous frame of mind in the years 1869 and 1870, for only in 5 cases out of the 28 was there a dissentient judgment, and in 2 of those cases the Lord Chancellor was supporting his own opinion as Vice-Chancellor. Besides the 6 cases reversed 4 more of the 6 affirmed had had judgments reversed in their lower stages, so that 3 only of the litigants in two years in the Chancery side had had a monotonous victory. Out of the 11 common law cases 3 of the 6 affirmed had had a different fate in their early stages, and one of them, the *Attorney-General* v. *Dakin*, was an example how evenly balanced opinions might be. It was a question whether the sheriff could intrude into a royal palace, and in the Exchequer the four judges were evenly decided, and the youngest, in courtesy, withdrew his judgment, and the judgment was entered for the Crown. In the Exchequer Chamber the 6 judges were equally divided, so the judgment remained. Of the 4 judges summoned two were of the one opinion and two the other, and in the House of Lords of the two English law lords who attended one was one way and one the other, and it remained for the Scotch law lord to decide the knotty point, and instead of concurring to devote two printed pages of judgment to its solution.

The case of *Lyster* v. *Pretyman* seems an instance of what will probably more frequently happen when Chancery judges sit as an Appeal Court on common law cases. There the question was reasonable and probable cause for charging a man with felony, and the plaintiff in an action for damages successful before a jury, the Court in Banc, and the Exchequer Chamber, found himself remitted to a *venire de novo* by three peers of the realm. It remains an enigma how the plaintiff found the means of contesting a case to that point.

Perhaps the most noticeable common law case is that of *Brand* v. *Hammersmith Railway*, deciding that no claim for vibration or other annoyance caused by a railway constructed under a parliamentary power can be enforced. This was another instance of a judgment against the current of opinion below. In the first stage of the Queen's Bench the two judges present adopted the view of the ultimate decision, but one of them afterwards changed his opinion. In the Exchequer Chamber that judgment was reversed by three to one, and in the opinions given to the House the same creed was adopted by five to one, and in the House of Lords Lord Cairns, agreeing with the majority below, was overruled by Lord Chelmsford and Lord Colonsay.

Of the sixteen equity cases nine came up from the lower court without being argued before the Court of Appeal, which certainly looks a significant argument against the double appeal, for the parties apparently made up their minds that the cases having to go to the final court that no benefit could arise from the discussion before the Lord Chancellor or Lords Justices, and therefore, having the option to miss them on the way, did so.

The same opinion may perhaps be supported from the Common Law figures, for it seems strange that with the many and important questions arising at Westminster Hall that only eleven cases in two years found their way to the House of Lords. The parties being obliged to go through the Exchequer Chamber concluded that one appeal was enough.

Perhaps the most important equity case of the two years was one treated in this way. *Wakefield* v. *Duke of Buccleugh*, where the question was whether the owners of the mines could carry them away, and by so doing take away the surface too, whether surface owner liked it or not, merely compensating him for his vanishing pastures and ploughed land. The Vice-Chancellor Malins thought this against the law of England, but the House of Lords decided that the mines might be worked to the utter destruction of the land above.

As these remarks are written to challenge discussion it may be well to run over by name the reported cases in the years 1869 and 1870 which I have not yet mentioned, merely describing them sufficiently to bring them to your minds again, and you will then see whether my remarks are not justified. *Thompson* v. *Hudson* was a case where a smaller sum was agreed to be taken and a security given for its payment, and a right reserved to enforce the original debts if the terms were broken. The question was whether this

* A paper read at the meeting of the Metropolitan and Provincial Law Association, held at the Incorporated Law Society, on the 13th of June, by Mr. Isham H. E. Gill, of Liverpool.

reservation was a penalty against which Equity would relieve, and the House, reversing the judgments below, decided that it was not. In *Edgewarth* v. *Edgewarth* the House had to interpret the words "In case T. B. should come to the possession of the estate hereinbefore given to him."

Collingwood v. *Stanhope* was to determine when an eldest son had to be ascertained under a shifting clause.

Rees River Company v. *Smith* decided that a contributory might be removed from the list after a winding up order had been obtained, if he had taken proper steps beforehand to avoid the contract.

McCormick v. *Grogan* decided that no trust was created under an absolute devise, although a letter was given to the devisee, suggesting the testator's wishes.

Partington v. *Attorney-General* was a stamp duty point to levy double administration duty on the child who took through his father his mother's property, and being domiciled abroad the further question whether the foreign law or the English applied.

The Wilton Peerage case decided that Mr. Scrope, of Danby had not made out his claim to that dignity.

Great Western Railway Company v. *Sutton* was an attempt of a railway company by a long purse to put an end to the packed parcel system.

Foreman v. *Free Fishers of Whitstable* affirmed the respondent's right to levy an anchorage toll within the port of W., on the evidence adduced.

Massey v. *Rowen* was to settle the meaning of the word "sale" in a will.

Jackson v. *Turquand* determined the appellant's right to be removed from the list of shareholders in the Leeds Banking Company.

Barber v. *Meyerstein* was a case that at each stage surprised the general public, but was decided from first to last in one way—viz., that the holder of a bill of lading was entitled to the goods against the holder of another part of the bill of lading subsequently acquired, that the landing of the goods on a sufferance wharf, subject to a stop order, did not end the engagement of the shipowner, and that the holder of the first bill of lading had the property vested in him and could recover the goods.

Castrique v. *Imrie* supported the title of the purchaser of a vessel sold by a foreign court against the original owner on the ground that the proceeding at Havre was a proceeding *in rem*.

Reg. v. *Commissioner of the Port of Southampton* held that a mandamus was sufficient in form and would lie under the circumstances of the case.

Dolphin v. *Aylward* decided that a judgment creditor could not acquire greater rights against a voluntary settlement than the settlor himself, and that the doctrine of marshalling would not apply to the case.

Maxwell v. *Maxwell* interpreted the meaning of a charge of "all my just debts."

Sackville West v. *Lord Holmesdale* was also to interpret a clause in a will directing a settlement to correspond with the limitations of the barony.

Secretary of State of India v. *Underwood* decided the right of a majority to alter the rules of the Madras Civil Service Fund.

London and South Western v. *Blackmore* was a case to determine the rights to surplus lands in Teddington, and the question was whether T. was a town and the land was building land within the meaning of the Act.

Taylor v. *Chichester and Midhurst Railway* supported an agreement made before the passing of an Act, and held it was not *ultra vires*.

Great Western Railway v. *Rous* decided the meaning of a covenant to pay royalty on minerals brought on to certain land.

And lastly, *The Duke of Newcastle* v. *Morris* decided that a peer might be made a bankrupt.

Having thus glanced hastily at the work of two years, it seems clear that the 28 cases decided with respect to England bear so small a relation to the actual legal business as in no way to be considered a court of appeal for the legal business of the country.

The number of cases standing in the commencement of this year in the chancery cause lists are 439, and in the common law lists 227; the House of Lords list of appeal shows only 21. I think, therefore, it must be admitted that from some cause or other the suitors do not, in fact, carry their cases to the feet of dowager chancellors. The cost of an appeal is so prodigious that it no doubt deters many from prosecuting their claims, but that can hardly be the reason why so many litigants stop before the Lords Justices and the Exchequer Chamber.

It is easy to see by the appellants' names that the long purses and the liquidating estates drag cases into the House that would not otherwise get there, but the difficulty is to account for the absence of the many important cases decided below that embrace large amounts of money and important principles.

Railway cases and real property questions occupy most of the volume, but the great commercial cases are conspicuous by their absence.

Perhaps *Xenos* v. *Wickham* is the ghost that affrighted them, for there the question being whether the agent, who had effected a policy, had a right to conceal it, was decided affirmatively by 3 judges in the Common Pleas and by 4 to 2 in the Exchequer Chamber; of the 6 judges advising the House 4 were in favour and 2 against the ruling below; both being partly the same judges, the result was that 9 judges were in favour of the plaintiff and 2 of the defendant, yet the 2 law lords present overruled both judgments below.

The cases decided by the House, when examined closely, seem to me of much less importance in principle and amount than one would have anticipated, and I question whether the year's business of any county court judge in a commercial district does not embrace more questions of law difficult in principle and pecuniary interests larger in actual amount since bankruptcy has been in their jurisdiction.

Looking at the 28 cases that we have been examining I am afraid we do not find many judgments recorded that may be called logical and exhaustive or that add largely to our legal stores.

The theory of the House that each law lord is addressing the House and not delivering a judgment perhaps militates against this, and certainly the contrast between the judgments of the Judicial Committee as a committee delivered in writing and the judgments of the House is very great.

Having looked at the House of Lords from the English and Irish point let us ask whether the Scotch appeals affect any of the principles exceptionally, and the only remark that need be made is that under the Act of Union their appeals are entitled to be held by an Imperial Court other than a Court of Westminster Hall.

The present House of Lords, if it entertained appeals, would satisfy the Act, but as, in fact, the law lords alone hear appeals, in reality it is a very limited court from Westminster Hall and Lincoln's Inn.

On the whole, I cannot see any real ground why the appellate jurisdiction of the House of Lords should not be taken away, and given to some Court to whom all appeals should be sent, that court being a Court of Appeal from another Full Court deciding the matters before it.

Thus giving every suitor the right of having his facts tried before a judge, the law settled by the Full Court to whom that judge belongs, and a cheap appeal to an appellate Court formed of the most eminent jurists that can be obtained.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society at the Law Institution on Tuesday last (Mr. Webb in the chair), the question discussed was No. 504 legal:—"In an action of slander can the special damage consist of the tortious act of a third person induced by the slander." Mr. Page (for Mr. Pinson) opened the debate in the affirmative, on which side the question was decided by a majority of five votes, the society thus agreeing with the opinion of Mr. Starkie on the point expressed in his work on Slander and Libel.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Library on Thursday evening, the 14th instant. Mr. Sampson, solicitor, in the chair. The question was "Should flogging be admitted in our penal code?" The affirmative was carried by a large majority.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

Nov. 18.—Inner Temple.—Robert Montagu Hume; Frederick George Carey (holder of an Exhibition awarded in last Trinity Term, of an Exhibition awarded July, 1870 and of two Exhibitions awarded July, 1871), University of London LL.B.; Edward Denny Fairfield (holder of an Exhibition awarded in this present Michaelmas Term, and of a Certificate of Honour, First Class, awarded in last Trinity Term); Francis Harvey Murphy, B.A. London; Vincent Hunter Barrington Kennett, M.A., LL.M. Cambridge; John Lancelot Stirling, B.A., LL. B. Cambridge; Francis Robert Steele Bowen-Graves, B.A. Cambridge; John Henry Locke, B.A. Cambridge; Philip Arthur Scratchley, B.A. Oxford; William James Brooks, M.A. Oxford; John Smalman-Smith, B.A. Cambridge; Rowland George Venables, B.A. Oxford; Jonathan Field, B.A. Cambridge; Kirkman Finlay; Frederick William Hollams, B.A. Oxford; Henry Martin Lindsell, B.A. Oxford; Charles William Leathley Jackson, B.A. Cambridge; William Bennett Rickman (holder of an Exhibition awarded July, 1870); Louis Addin Kershaw, B.A. Oxford; William Alexander Baillie Hamilton; Pearson Robert Irvine, Cambridge; John Leonard Matthews, B.A. Oxford; Jefferys Charles Allen, B.A. Cambridge; Theodore Ellis Williams, B.A. Cambridge; Alfred Edmund Bateman; the Hon. Hamilton John Agmondesham Cuffe, B.A. Cambridge; Francis William Raikes, B.A. Cambridge; Edward James Pollock; the Hon. Richard Cecil Grosvenor, Oxford; Vernon Russell Smith, B.A. Cambridge; Richard Henry Cole; William James Ingram, B.A Cambridge; Francis Holdsworth Hunt, B.A. Cambridge; Frederic Gordon Templer, B.A. Cambridge; and Clement Buesnel, Esqs.

Middle Temple.—Edward Henry Whinfield, B.A. Magdalen College, Oxford; Patrick Dublop Shaw; Richard Duncan Radcliffe, M.A. Christ Church, Oxford; Arthur Daniel Pollen, B.A. Dublin; Robert William Andrews, B.A. Dublin; Frederick Jennings Armstrong; Joseph John Chapman, M.A. Emmanuel College, Cambridge; Joseph Hunt Dunn; Frederick Barker; Henry Winch; Alfred St. George Hamersley; Jean Alexis Jules Piguéguy; James Herman de Ricci; and Ardesheer Byramjee Kapadid, Esqs.

Lincoln's-inn.—George Serrell, jun. (holder of the Studentship, C.L.E., Michaelmas Term, 1872, Exhibitioner Constitutional Law and Legal History and Senior Exhibitioner Equity and Real Property, 1872), M.A. London University; Charles Arthur Duncan, LL.B Cambridge; Thomas Nash, M.A. Oxford; James Edward Lloyd, B.A. Cambridge; Thomas Palmer Abraham, LL. B. Cambridge; William Henry Lipscomb, jun., B.A. Oxford; Frederick Robert Frith Banbury; Edmond Henry Stuart Nugent, B.A. Cambridge; John Maitland Reid, M.A. Oxford; Walter Heny Blake, B.A. Cambridge; William Thomas Langford, B.A. Oxford; Stewart Dawson; Godlieb George Bennett van Someren, University of London; Krishnarao Gopal Deshmukh, B.A. Bombay University; John Winfield Bonser, B.A. Cambridge, Fellow of Christ's College, Tancred Law Student; Emerson Dawson, LL.B. Dublin; Joscelyn Augustus De Morgan, B.A. Cambridge; Allen Chandler, jun.; the Hon. John Hamilton Lawrence, B.A. Cambridge; Soorjbal Munphool Pandit, Calcutta University and Oriel College, Oxford; Arthur à Beckett Terrell; Frederick Anthony Wallroth, M.A. Oxford; and Henry Mortimer Durand, Esqs.

Grays-inn:—Gustavus Adolphus Smith (Certificate of Honour, First Class, Michaelmas Term, 1871). Esq.

Mr. Justice Archibald took the oath and his seat on Thursday.

In the Jury Box.—It seems that in Rockland County, N.Y., during the Supreme Court Circuit, a jury went out to determine upon a verdict. After wrangling a whole day and failing to agree, they were discharged by the Court. Subsequently the following prayer for relief, signed by ten members of the jury, was solemnly preferred to the Court:—"We, the jurors in the above trial, hereby petition this honourable Court to order the name of — out of the jury-box for the following reasons: In our opinion he is the most stubborn and contrary man that the Almighty ever made, and is not fit to sit as a juror in any case. He was never known to agree to any question of law with either judge or juror."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Nov. 22, 1872.

3 per Cent. Consols, 92½	Annuities, April, '85 9¾
Ditto for Account, Dec. 2, 92⅝	Do. (Red Sea T.) Aug. 1908 18⅝
3 per Cent. Reduced 90⅞	Ex Bills, £1000, — per Ct. 6 dis
New 3 per Cent., 90⅞	Ditto, £500, Do —6 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —6 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 243
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 105½
Ditto 5 per Cent., July, '80 111¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 103¾	Ditto, ditto, under £1000
Ditto, ditto, Certificates, —	
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	112
Stock	Glasgow and South-Western	100	126
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Great Northern	100	134
Stock	Do., A Stock*	100	161
Stock	Great Southern and Western of Ireland	100	113
Stock	Great Western—Original	100	124
Stock	Lancashire and Yorkshire	100	153½
Stock	London, Brighton, and South Coast	100	77½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	147½
Stock	London and South Western	100	105½
Stock	Manchester, Sheffield, and Lincoln	100	88
Stock	Metropolitan	100	69½
Stock	Do., District	100	27¼
Stock	Midland	100	142½
Stock	North British	100	81
Stock	North Eastern	100	162½
Stock	North London	100	117
Stock	North Staffordshire	100	75
Stock	South Devon	100	75
Stock	South-Eastern	100	104½

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The Bank reserve proportion has risen this week from 33 to 40½ per cent. Under these circumstances a reduction of the Bank rate was rather anticipated; the present rate has however been maintained in consequence of the very uncertain condition of foreign finance matters. Our own markets evince a strong and healthy appearance, and are disposed to move upwards.

The Nant-y-Ricket Copper and Lead Mining Company (Limited), is a new undertaking, the capital being £10,000, in 2,000 shares of £5 each, of which 600 shares are taken by the vendor; the remaining 1,400 shares are now offered for subscription. The prospectus states "that the company is formed for the purpose of acquiring and working the copper and lead mine known as the Nant-y-Ricket Mine, situated in the Glenhafrom Valley, about seven miles to the south-west of Llanidloes—the road leading to it being along the banks of the Severn. That the sett is of great extent, being about a mile and a half along the course of the lodes from east to west, and upwards of a mile from north to south. It is bounded on the north, north-west, and north-east sides by the river Severn and Nant-y-Ricket Brook, thus commanding unlimited water power during the whole year for pumping, hauling, crushing, and washing the ores, and that in the opinion of all the engineers who have examined the property the lodes, which are now bearing copper, will ultimately become rich lead-bearing lodes."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Brandon—On Nov. 17, at Alexandra Hotel, Hyde-park, the wife of Gabriel S. Brandon, Esq., of Oakbrook, Hammersmith, of a son.

James—On Nov. 18, at 23, Rock-park, Rock Ferry, Cheshire, the wife of T. H. James, Esq., barrister-at-law, of a son.

Kidson—On Nov. 16, at 10, Thornhill-terrace, Sunderland, the wife of Charles Kidson, solicitor, of a daughter.

Scudamore—On Nov. 17, at Falcon-road, Battersea, Mrs. William R. Scudamore, of a son.

MARRIAGES.

WARICK—ARMSTRONG—On Nov. 19, at the Church of St. Paul, Ball's-pond, John Henry Warick, of Oakley-road, Islington, and Great Great James-street, Bedford-row, solicitor, to Annie, second daughter of the late William Armstrong, M.D., of Egremont, Cumberland.

DEATHS.

BENNETT—On Nov. 19, at 15, Finsbury-square, Risdon Darracott Bennett, B.A., of the Middle Temple, barrister-at law, aged 30.

RAYMOND—On Nov. 14, at his residence, 18, The Grove, Clapham-common, John Raymond, Esq., of the Middle Temple, barrister-at-law, in the 56th year of his age.

LONDON GAZETTES.

Creditors under Estates in Chancery.

Last Day 'of Proof.

FRIDAY, Nov. 15, 1872.

Bolter, Richd, New Malden, Surrey, Esq. Dec 9. Warner v Bennett, V.C. Malins. Tyrrell, Gray's inn sq

Crick, John, Maldon, Essex, Solicitor. Dec 11. Crick v Crick, V.C. Bacon. Arthy, Chelmsford

Hutchison, Geo, Bayham st, Camden Town, Pianoforte Manufacturer. Dec 6. Burch v Hutchison, V.C. Malins. Stokes, Chancery lane

TUESDAY, Nov. 19, 1872.

Britton, Isaac, Sandwich, Kent, Gent. Dec 16. Baker v Story, M.R. Bush, Bristol

Bunker, Thos, Little Cadogan pl, Chelsea, Dairyman. Dec 3. Bunker v Wayland, V.C. Wickens. Bicknell and Hortin, Edgware rd

Gibson, Mary, Hartington, Derby. Dec 9. Adams v Brownson, V.C. Malins. Bamford, Ashborne

Smith, John, Green's Lodge, Huncote, Leicester, Farmer. Dec 24. Miles and Co, Leicester

White, John, Exeter, Butcher. Dec 24. Pendergast, Colet pl, Commercial rd

Young, Maria Teresa, Marylebone rd, Regents Pk, Spinster. Dec 23. Parker and Clarke, St Michel's alley, Cornhill

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 15, 1872.

Bird, Alfred Adolphus, Cambridge rd, Hammersmith., Licensed, Victualler. Dec 1. Bell, Queen Victoria st

Broad, Peter, Reigate, Surrey, Esq. Jan 31. Watson and Sons, Bouverie st

Clayton, John, Manningham, Bradford, York, Gent. Dec 31. Humble, Bradford

Comber, Hy Wm, Myddleton Hall, Lancashire, Gent. Jan 31. Comber, Myddleton Hall, Warrington

Dyer, Jonah, Moreton pl, Gent. Jan 1. Guillaume and Son, Fleet st

Gillespy, Thos, Jesmond Lodge, Croydon, Esq. Dec 13. Parker and Clarke, St Michel's alley, Cornhill

Gravell, David, Cwmfelin, Carmarthen, Gent. Dec. 31. Barker, Carmarthen

Jones, Anne, Shifnal, Salop, Spinster. Jan 14. Potts and Son, Broseley

Mason, Hannah, Stoke Grange, Cheshire. Jan 15. Duncan and Pritchard, Chester

Merryweather, Moses, Long Acre, Fire Engine Maker. Dec 20. Oldersham, Bell yd, Doctors' commons

Moss, Davie, Harley st, Esq. Dec 23. Montague, Bucklesbury

Neave, Wm, East Torrington, Lincoln, Farmer. Jan 16. Daubney, Market Raisen

Platt, John, Oldham, Lancashire, M.P. Jan 1. Murray and Wrigley, Oldham

Proctor, Thos, Middle Rasen, Lincoln, Farmer. Jan 16. Daubney, Market Raisen

Richards, Mary Ann, Leamington Priors, Warwick, Spinster. Jan 1. Field, Leamington Priors

Bankrupts.

FRIDAY, Nov. 15, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Marchand, Albert, Regent st, Silk Merchant. Pet Nov 13. Murray. Nov 24

To Surrender in the Country.

Harding, Wm, Sudbury, Chemist. Pet Nov 1. Barnes. Nov 30

TUESDAY, Nov. 19, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abrahams, Joseph, Drury lane, Clothier. Pet Nov 16. Murray. Dec 5 at 1

Chalk, Russell, and Thos Grey Willett, St Mildred's ct, Poultry, Wine Merchants. Pet Nov 14. Pepys. Nov 29 at 11

Gerstain, Emily, Cheapside, Milliner. Pet Nov 15. Brougham. Dec 6 at 11

Macnamara, John, Loughborough rd, Brixton, Clerk. Pet Nov 15. Murray. Dec 5 at 12

McMurdo, Wm A, Percy pl, Fulham, no occupation. Pet Oct 8, Spring-Rice. Dec 3 at 12

To Surrender in the Country.

Bourner, Herbert, Brighton, Sussex, Grocer. Pet Nov 15. Evershed. Brighton, Dec 4 at 11

Denton, Robt Townend, and Chas Butterworth, Huddersfield, York, Wholesale Grocers. Pet Nov 14. Jones, jun. Huddersfield, Dec 2, at 11

McNevin, Edwd, Cardiff, Glamorgan, Coal Merchant. Pet Nov 13. Langley. Cardiff. Dec 7 at 11

Shillitto, Fras Wm, Rotherham, York, Accountant. Pet Nov 14. Wake. Sheffield, Dec 5 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 15, 1872.

Clayden, Jas, Bingfield st, Islington, Corn Chandler. April 10

Wade, Chas, Leeds, Pawnbroker. Feb 19

TUESDAY, Nov. 19, 1872.

Davies, Eliza, Acklam rd, Notting Hill, Fishmonger. Nov 14

Selby, Wm, Nottingham, Lace Manufacturer. Nov 14

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 15, 1872.

Ambler, Wm, Salford, Manch. Attorney-at-Law. Nov 27 at 3, at offices of Homer and Son, Ridgefield, Manch. Thompson, Manch

Arnold, John, Clitheroe, Lancashire, Draper. Nov 29 at 11.30, at the White Bull Hotel, Church st, Blackburn. Eastham, Clitheroe

Attfield, Thos, jun. Aldershot, Hants, Contractor. Nov 29 at 3, at office of Bayley and Foster, Victoria rd, Aldershot

Banyard, Alf Edwards, South Cove, Suffolk, Farmer. Nov 29 at 11, at office of Seago, High st, Lowestoft

Barnes, John, Towcester, Northampton, Innkeeper. Nov 23 at 11, at office of Whitton, Towcester

Bartleman, Geo, Newington Butts, Bootmaker. Nov 21 at 12, at 12, Hatton gdn. Marshall

Bell, John Lockey, Cleckheaton, York, Upholsterer. Dec 9 at 4, at offices of Hutchinson, Piccadilly chambers, Piccadilly

Berkeley, Geo, Birm, Comm Agent. Nov 25 at 12, at offices of Coleman and Coleman, Cannon st, Birm

Body, Wm, jun. and Geo Body, Datchet, Bucks, Butchers. Dec 5 at 3, at offices of Buckland and Sons, High st, Windsor. Yeo and Warner, Hart st, Bloomsbury

Brooke, Hy, Earlsheaton, York, Waste Dealer. Nov 27 at 3, at the Man and Saddle Hotel, Dewsbury. Walker, Dewsbury

Brown, Fredk, Leicester, Boot Manufacturer. Nov 26 at 12, at offices of Owston, Friar lane, Leicester

Buss, Edwd, Betherden, Kent, Cattle Salesman. Dec 4 at 3, at the Saracen's Head Hotel, High st, Ashford. Goodwin, Maidstone

Cater, Thos, Lincoln, Draper. Nov 30 at 1, at his house, 305, High st, Lincoln. Page, jun, Lincoln

Chapman, Saml, Stanton, Suffolk, Farmer. Nov 27 at 12, at office of Golding, Meat Market, Bury St Edmunds

Coe, John, and Wm Thos Coe, Kettering, Northampton, Shoe Manufacturers. Nov 29 at 2, at office of Jeffery, Market sq, Northampton

Cohen, Hy Lewis, Alexandra rd, St John's Wood, Cattle Dealer. Dec 3 at 3, at offices of Engel, St Mariboro' st

Cole, Wm, King st, Hammersmith, Coal Dealer. Nov 25 at 2, at 9, Lincoln's inn fields. Marshall

Collins, Wm, sen. and Geo Collins, Devonport, Devon, Grocers. Nov 28 at 11, at offices of Edmonds and Son, Parade, Plymouth

Connor, Lewis, Lpool, Slater. Nov 28 at 2, at offices of Bellringer, North John st, Lpool

Cooper, Benj Walter, Hythe, Hants, Builder. Nov 27 at 12, at 6, Portland ter, Southampton

Cooper, Joseph, Oldham, Lancashire, Cotton Dealer. Nov 27 at 3, at offices of Hardy, St James's sq, Manch

Cooper, Wm, Atherstone, Warwick, Bumber. Nov 25 at 12, at offices of Griffin, Bennett's hill, Birm. Baxter, Atherstone

Cooper, Wm, Sheffield, Provision Dealer. Nov 26 at 2, at office of Tattershall, Meeting House lane, Sheffield

Cotton, Wm, jun, Commercial rd East, Cheesemonger. Dec 4 at 3, at 33, Gutter lane. Maitland

Crocker, Wm, Danby, York, Grocer. Nov 28 at 2, at offices of Dobson, Gosford st, Middlesborough

Daw, Geo, Folkestone, Kent, Printer. Nov 28 at 2, at the Guildhall Tavern, Gresham st. Minter, Folkestone

Dowra, Chas Whitsey, Lambeth walk, Cheesemonger. Nov 27 at 12, at offices of Reed and Lovell, Guildhall chambers, Basinghall st

Filmer, Wm Hy, and John Filmer, Sittingbourne, Kent, Oil Cake Merchants. Nov 26 at 12, at offices of Hayward, High st, Rochester

Fox, Edwd, sen. Upper Bangor, Carnarvon, Insurance Agent. Nov 25 at 11, at Smith's Marine Hotel, Holyhead. Williams, Porth yr Aur, Carnarvon

Glover, Saml, Idle, York, Painter. Nov 27 at 11, at offices of Terry and Robinson, Market st, Bradford

Golby, Saml, Hanley, Stafford, Mattress Maker. Nov 27 at 11, at the County Court Offices, Hanley. Stevenson, Hanley

Gormley, Patrick, Manch, Builder. Nov 27 at 3, at offices of Simpson Kennedy st, Manch

Goschen, Otto, and Christian Dietrich Rolfs, Mark lane, Merchants. Dec 2 at 2, at office of Honey and Co, King st, Cheapside. Rooks, and Co, Kinges, Cheapside

Hambleton, Thos, Birkenhead, Cheshire, Watchmaker. Nov 28 at 3, at office of Thompson, Hamilton sq, Birkenhead. Anderson, Birkenhead

Hamer, Hy, Carnarvon, Marine Store Dealer. Dec 3 at 12, at the Royal Hotel, Dale st, Lpool. Williams, Porth yr Aur, Carnarvon

Hammerton, Wm, Maidstone, Kent, Grocer. Dec 2 at 3, at offices of Carter and Bell, Lewisham st

Hammond, Edwin Rowland, Chancery lane, Auctioneer. Nov 23 at 3, at offices of Waddell and Co, Poultry. Stoddard, Serjeant's inn, Chancery lane

Harcourt, Victor Vernon, Clarendon rd, Notting hill, Draper. Dec 2 at 3, at the Guildhall Coffee house, Gresham st. Piesse and Son, Old Jewry chambers

Horskins, Thos, Bramley rd, Notting hill, Baker. Nov 26 at 3, at office of Goatly, Bow st, Covent gdn

Hussey, John, Dover, Kent, Licensed Victualler. Nov 30 at 3, at the Brussell's Inn, Beach st, Dover

Mackenzie, Thos, Cambridge rd, Hammersmith, Draper. Dec 5 at 4, at the Guildhall Coffee house, Gresham st. Yorke, Marylebone rd

Mattison, Chas, Leeming Bar, nr Bedale, York, Grocer. Dec 4 at 1.30, at Halliday's Railway Hotel, Northallerton? Swarbreck
Mawson, Chris, Sut on, York, Wheelwright. Dec 3 at 11, at offices of Shirley and Atkinson, Doncaster
McNulty, Michael Joseph, Hulme, nr Manch, Drysalter. Nov 28 at 11, at offices of Boote and Edgar, George st, Manch
Mead, Wm, Whitecross st, Cheesemonger. Nov 25 at 3, at offices of Hicklin and Washington, Trinity sq, Boro
Mitchell, Joseph, Weston super-Mare, Somerset, Grocer. Nov 29 at 1, at the Railway Hotel, Weston-super-Mare. Reed and Cook, Bridgwater
Morel, Victor, Fetter lane, Electotyper. Nov 22 at 11, at offices of Warrand, Ludgate hill
Morris, Thos, Jarrow upon Tyne, Durham, Builder. Nov 28 at 2, at offices of Falconar, Clayton st, Newcastle upon Tyne
Moulds, Joseph, Little Gonerby, Lincoln, Joiner. Nov 29 at 12, at the Mail Hotel, Grantham. Belk, Nottingham
Piggott, Geo Wm, and Edmund Beeley Smith, Trimming Manufacturers. Nov 27 at 1, at offices of Plunkett, Gutter lane
Potter, Edwd Thos, Teignmouth, Devon, Travelling Draper. Nov 26 at 2, at office of Harris and Co, Gandy st chambers, Exeter. Huggins, Exeter
Probert, Wm, Mountain Ash, Glamorgan, Bootmaker. Nov 29 at 1, at offices of Beddoe, Canon st, Aberdare
Pyrah, Tom, Bradford, York, Ironmonger. Nov 27 at 4, at offices of Berry, Charles st, Bradford
Rex, Wm, Exeter, Painter. Nov 28 at 11, at offices of Hirtzel, Queen st, Exeter
Rickatson, Jas, Middlesbrough, York, Hosier. Nov 23 at 1, at offices of Dobson, Gosford st, Middlesbrough
Riley, Hy, Dewsbury, York, Beer Seller. Dec 2 at 3, at the Man and Saddle Hotel, Dewsbury. Walker, Dewsbury
Schmidt, Gec, Sydenham rd, North Croydon, Baker. Nov 29 at 12, at offices of Treherne and Wolferstan, Ironmonger lane
Sharpe, John Keyworth, Lincoln, Builder. Nov 28 at 11, at offices of Toynbee and Larken, Bank st, Lincoln
Shaw, Fras Wm, Sheffield, Draper. Dec 3 at 12, at offices of Patteson, Bank st, Sheffield
Smith, Chas, Gt Ayton, York, Beerhouse Keeper. Nov 28 at 11, at offices of Fawcett and Co, Finkle st, Stockton-on-Tees
Smith, Wm Cross, Little Shelford, Cambridge, Coprolite Merchant. Nov 29 at 12, at the Hoop Hotel, Bridge st, Cambridge. Foster, Cambridge
Sprange, Danl, Margate, Kent, Lodging house Keeper. Dec 4 at 2, at the White Hart, Margate. Barnett, New Broad st
Summers, Wm, Hitchin, Herts, Grocer. Nov 27 at 3, at offices of Evans and Co, John st, Bedford row
Taylor, Peter, Manch, Smallware, Merchant. Nov 28 at 3, at offices of Smith and Boyer, Brazenose st, Manch
Thompson, Danl, Downend, Gloucester, Journeyman Baker. Nov 29 at 2, at 34, Broad st, Bristol
Tyrrell, Jas, Nasmyth st, Hammersmith, Butcher. Nov 25 at 12, at offices of Cattlin, Basinghall st
Unwin, Joseph, Loughborough, Leicester, Baker. Nov 29 at 12, at the Bull's Head Inn, High st, Loughborough. Belk, Nottingham
Wallbank, Alfred, Chase Town, Stafford, Grocer. Nov 28 at 2, at offices of Duignan and Co, Bridge, Walsall
Walters, Thos, Worcester, Cattle Salesman. Nov 21 at 3, at the George and Dragon Inn, Tything
Watkins, Chas Richd, Bessborough pl, Pimlico, Hosier's Assistant. Nov 27 at 2 at offices of Hubbard, Long lane. West Smithfield
Watts, John, Northampton, out of business. Nov 28 at 11, at offices of Walker, St Giles' st, Northampton
Wooding, Wm, Mare st, Hackney, Builder. Dec 2 at 3, at offices of Smart and Co, Cheapside. Denny
Yewdall, Wm, Leeds, Woollen Cloth Manufacturer. Nov 26 at 12, at offices of Barr and Co, South parade, Leeds
Young, Wm, Newcastle upon Tyne, Decorator. Nov 27 at 12, at offices of Woolston, Hills st, Gateshead

TUESDAY, Nov. 19, 1872.

Adkins, Fredk, Surbiton, Surrey. Dec 2 at 2, at offices of Longcroft, Lincoln's inn fields
Akeroyd, John Wm, Batley, York, Woolen Manufacturer. Dec 2 at 2, at the Station Hotel, Batley. Sewell, Newcastle upon Tyne
Allan, David, Vauxhall walk, Lambeth, Brewer. Nov 30 at 12, at offices of Chester, Newington Butts
Armitage, John, Dewsbury, York, Shoddy Merchant. Dec 4 at 3, at the Station Hotel, Batley. Ibbertson, Dewsbury
Bagott, Edwd, Westbromwich, Stafford, Builder. Dec 3 at 11, at offices of Allen, Union passage, Birm
Baker, Wm, Chas, Eversholt st, Camden Town, Tailor. Dec 4 at 12, at 33, Gutt r lane, Cheapside. Sturt, Ironmonger lane
Battle, Wm Hy Leonard, Fair st, Horsleydown. Licensed, Victualler. Dec 4 at 3, at offices of Routh and Stacey, Southampton st, Bloomsbury
Beech, Robt, Hanley, Stafford, Saddler. Dec 2 at 3, at offices of Tennant, Hanley
Beresford, Jas, Salford, Lancashire, Clock case, Maker. Dec 2 at 11, at offices of Blain and Charlton, Brazennose st, Manch
Berger, Fredk Wm Richd, Fenchurch st, Merchant. Dec 3 at 12, at 25, Rood lane. Carr
Birkin, Jas, Derby, Beerhouse Keeper. Dec 4 at 12, at offices of Hextall 9 Albert st, Derby
Bishop, Wm, South Molton, Devon, Rope Manufacturer. Dec 4 at 1, at offices of Thorne, Cross st, Barns aple
Bleackley, Jas, Manch, Cloth Agent. Dec 3 at 3, at offices of Sale and Co, Booth st, Manch
Bourrer, Thos, Horsham, Sussex, Wine Merchant. Dec 3 at 12, at the Guildhall Tavern, Gresham st. Bedford, Horsham
Briggs, Robt, Burnley, Lancashire, Cotton Spinner. Nov 28 at 12, at the Bull Hotel, Manchester rd, Burnley. Standring Rochdale
Brocke, Andrew, Little Gomersall, Birstall, York, Seal Skin Manufacturer. Nov 30 at 10.30, at the Black Bull Inn, Mirfield. Lancaster, Bradford
Brunnell, Geo Thos, Newcastle upon Tyne, Ironmonger. Dec 5 at 11, at offices of Hodge and Harle, Wellington pl, Pilgrim st, Newcastle upon Tyne
Burningham, Chas Wm, Grove rd, Holloway rd, Provision Dealer. Dec 9 at 3, at 33, Gutter lane, Cheapside. Popham, Vincent terrace, Islington
Chalom, Eliaou, Frith st, Soho, Bootmaker. Nov 27 at 3, at 12, Hatton gdn. Marshall
Chatburn, Wm, Halifax, York, Innkeeper. Nov 29 at 3, at offices of Birtwistle, Crown st, Halifax. Sutcliffe, Halifax
Chatterton, Wm, Newcastle upon Tyne, Agricultural Engineer. Dec 2 at 11, at offices of Johnston, Pilgrim st, Newcastle upon Tyne
Chittenden, Geo, Sylvan grove, Old Kent rd, Dairyman. Nov 28 at 12, at 12, Hatton gdn. Marshall
Clark, Jas, Avenue rd, Hackney, Wine Merchant. Dec 11 at 3, at office of Waddell, Poultry
Cross, Geo, Luton, Bedford, Bootmaker. Nov 22 at 3, at offices of Jolley, Guildford st, Luton
Davis, John Thos, Goldington st, Somers Town, Cowkeeper. Nov 27 at 1, at 12, Hatton gdn. Marshall
Dickinson, Wm, Scarborough, York, Grocer. Dec 5 at 2, at office of Stabers, Ellers st, Scarborough
Dunbar, Saml, and James Napier, Lpool, Engineers. Dec 3 at 3, at offices of Hughes and Reay, Clayton sq, Lpool. Lawrence and Dixon, Lpool
Elliot, Jas, Dewsbury, York, Tailor. Dec 11 at 9, at offices of Scholes and Co, Leeds rd, Dewsbury
Ford, Alex, Mark lane, Whisky Merchant. Nov 28 at 3, at offices of Ditton, Ironmonger lane
Fry, Hy Ernest, and Chas Miles Todd, Gt St Helen's, Shipbrokers. Dec 2 at 2, at offices of Tidy and Co, Sackville st
Galloway, Geo Hy, High st, Deptford, Builder. Dec 9 at 3, at offices of Webb and Pearson, Austin Friars
Gardner, Wm Browning, Craig's ct, Charing Cross, Solicitor. Nov 29 at 3, at office of Parkes, Beaufort bldgs, Strand
Garner, Jas Pepper, Fore st, Fancy Box Maker. Dec 3 at 3, at offices of Farmer and Robins, Pancras lane
Garner, Thos Betts, Fulham rd, Fishmonger. Dec 4 at 2, at offices of Fisher, Mitre ct, Temple
Garner, Wm, Birm, Hay Dealer. Nov 27 at 12, at offices of Fallows, Cherry st, Birm
Goff, Ezekiel, Easton, Norfolk, Farmer. Nov 30 at 12, at office of Collins, Willow lane, Norwich
Gregory, Fras, Manch, Brickmaker. Dec 3 at 2.30, at offices of Marriot and Woodall, Norfolk st, Manch
Hampson, John David Charles, Upper Gloucester pl, Surgeon Dentist. Nov 30 at 4, at offices of Pain, Maryiebone rd
Henrich, Jacob, Kensal rd, Baker. Nov 26 at 11, at 12, Hatton gdn. Marshall
Herdman, Nicholas Newcastle, Bishopwearmouth, Durham, Grocer. Dec 2 at 1, at the Crown and Sceptre Hotel, High st West, Sunderland. Ingledew and Doggett, Newcastle-on-Tyne
Hicks, Geo, Metropolitan Meat Market, Salesman. Dec 5 at 3, at offices of Chantier and Co, Gray's inn sq
Holgate, Benj, and Stowell Holgate, Manch, Yarn Agents. Dec 10 at 11, at offices of Boote and Edgar, George st, Manch
Hunter, John, Ramsgate, Kent, Builder. Dec 2 at 11, at 1, York st, Ramsgate. Edwards
Jones, Evan, Brecon, General Agent. Dec 3 at 1, at offices of Abbot and Leonard, Albion chambers, Bristol
Kell, Thos, Chester-le-st, Durham, Mason. Dec 10 at 12, at the Buck Inn, Chester-le-st, Durham Proctor, jun, Durham
Kemp, Vyvyan Percy, Dover, Kent, Accountant. Nov 30 at 4, at the Victoria Hotel, Russell st, Dover. Minter, Dover
Lee, Wm, Leeds, Marble Mason. Dec 3 at 11, at offices of Scott, Albion st, Leeds
Leslie, John, Mark lane, Merchant. Dec 5 at 3, at offices of Farmer and Robins, Pancras lane
Linthwaite, Geo, Birm, Tailor. Nov 25 at 3, at offices of Kennedy, Waterloo st, Birm
Ludski, Reuben, Leeds, Jeweller. Dec 7 at 11, at office of Harle, Bank st, Leeds
Martin, Geo John, Carey st, Law Writer. Dec 9 at 12, at offices of Eldred and Andrew, Gt James st, Bedford row
Maxfield, John, Stroud, Gloucester, Bath Manager. Nov 29 at 2, at offices of Jackson, London rd, Stroud
Maw, Rudolph Wm, Birm, Merchant. Nov 29 at 12, at the Union Hotel, Union st, Birm. Maher, Birm
Medlicott, John Whitehouse, Southport, Lancashire, Hair Dresser. Dec 4 at 2, at office of Humphrys, London st, Southport
Miles, John, Maiden Newton, Dorset, Shoemaker. Dec 2 at 2, at the White Horse Inn, Maiden Newton. Burnett, Dorchester
Nicholls, Albert, Birm, out of business. Nov 29 at 4, at offices of Beaton
North, Abel, Huddersfield, York, Cabinet Maker. Dec 2 at 3, at offices of Berry, Market pl, Huddersfield
Nurse, Robt, Bakewell, Derby, Inebriate Asylum Proprietor. Dec 3 at 11, at the Red Lion Hotel, Bakewell. Hextall, Derby
Palmer, Chas, Erdington, Warwick, Builder. Nov 29 at 11, at the Union Hotel, Union st, Birm. Hodgson and Son, Birm
Parker, Joseph, Wrexham, Denbigh, Grocer. Nov 29 at 11, at 1, Henblas st, Wrexham. Jones, Wrexham
Parkinson, Edwd, Manch, Joiner. Dec 4 at 3, at office of Leigh, Brown st, Manch
Pashley, Hy Nash, Cley-next-the-Sea, Norfolk, Journeyman Painter, Dec 3 at 11, at office of Kerry, Elm hill, Norwich
Penwarden, John Hoskin, Alton, Hants, Saddler. Nov 28 at 3, at 12, Hatton gdn. Marshall
Powell, Geo, Totton, Hants, Blacksmith. Dec 3 at 2, at office of Whittaker, Sussex rd, Pound Tree lane, Southampton. Harfield, Southampton
Redfold, David, Leeds, out of business. Dec 4 at 11, at offices of Pullan, Bank chambers, Park row, Leeds
Schofield Joseph, Hanley, Stafford, Grocer. Nov 29 at 3, at the Saracen's Head Hotel, Hanley. Welch, Longton
Shaw, Emma, Manch, Beer Retailer. Dec 5 at 3, at 49, Boundary st, Chorlton upon Medlock. Ellithorne, Manch
Shenton, Thos, Longton, Stafford, Builder. Nov 29 at 11, at the Union Hotel, Longton. Hawley, Longton
Sleeman, Hy, Jun, and Thos John Beverley, Powkes bldgs, Gt Tower st, Wine Merchants. Nov 29 at 2, at offices of Linklater and Co, Walbrok
Smith, Geo, Northampton, Tobacconist. Nov 29 at 12, at offices of Shoosmith, Newland, Northampton

Smith, John, West Dean, Gloucester, Innkeeper. Dec 3 at 12.30, at offices of Burrup and Co, Berkeley st, Gloucester
Stafford, Wm. John st, Hampstead, Agent. Nov 27 at 2, at offices of Moss, Winchester House, Old Broad st
Stamper, Richd, Eccles, Lancashire, Joiner. Dec 3 at 11, at offices of Homer and Son, Ridgefield, Manch. Elithorne, Manch
Styles, Sam, Whitcomb st, Pall Mall East, Plumber. Nov 13 at 10. at the Hand and Racket, Whitcomb st, Pall Mall East. Haynes, Manchester st
Sweet, Hy Sanders, Aylesbeare, Devon, Dairyman. Dec 4 at 11, at office of Andrew, Bedford circus
Temple, Edmund, Chalk Farm rd, Draper. Dec 4 at 12, at office of Debenham, Lincoln's inn fields
Tucker, John, Clifton, Bristol, House Painter. Nov 26 at 11, at office of Essery, Guildhall, Broad st, Bristol
Walton, Zachariah, New Barnet, Herts, Licensed Victualler. Dec 2 at 2, at the Guildhall Coffee House, Gresham st. Sole and Co, Aldermanbury
Washbourn, Matthew, Swindon, Wilts, Inkeeper. Nov 29 at 12, at office of Kinneir and Tombs, High st, Swindon
Wharton, John, Salford, Lancashire, Wheelwright. Dec 10 at 3, at office of Mann, Marsden st, Manch
Wheawell, Joseph, Tunstall, Stafford, Clogger. Nov 29 at 3, at office of Alcock, Market st, Tunstall
Williams, Thos, Blackfriars rd, Hat Manufacturer. Dec 5 at 2, at the Royal Hotel, Manch. Hall, King's Arms yd
Winbow, Stephen, Dudley, Worcester, Licensed Victualler. Nov 26 at 11, at office of Lowe, Wolverhampton st, Dudley
Woosman, Richd, Wrexham, Denbigh, Grocer. Nov 30 at 2, at office of Sherratt, South John st, Lpool